

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA - REVISION #1

DATE: Tuesday, August 5, 2025

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar/Rest Twister Warming Hse; 7/15/2025 to 7/15/2026
 2. Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; 9/6/2025 to 9/6/2026
 3. Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; 9/14/2025 to 9/14/2026
 4. Alcohol Beverage License #03-20000; Red White & Booze LLC dba Red Mountain Liquors; 10/22/2025 to 10/22/2026
 5. Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt; 9/15/2025 to 9/15/2026
 6. Special Event Liquor Permit #5-2025; Arrowhead Volunteer Fire Department; 8/10/2025 from 1:30 pm to 5:30 pm
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. July 15, 2025 Regular Meeting
 2. July 22, 2025 Special 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. Small Dollar Grant Award; Emergency Management Performance Grants (EMPG); Department of Public Safety; Emergency Management; 1/1/2025 to 9/30/2025; \$48,181
 2. Engagement Letter for Arbitrage Compliance Services; Arbitrage Compliance Specialists; Finance; 6/17/2025 to 6/17/2025; \$2,875
 3. Public Service Grant Agreement; Memorandum of Agreement; City of Gunnison; Health and Human Services; 1/1/2025 to 12/31/2025; \$7,500
 4. Acknowledgment of County Manager's Signature; Contract Amendment #2; 2025*0120; Health and Human Services; 8/1/2025 to 6/30/2025; \$32,544
 5. Facilities Rental Agreement; Queen of all Saints Catholic Church; Health and Human Services; 10/9/2025 from 1:30 pm to 6:30 pm; \$1,050
 6. Professional Services Agreement; Robert Whiting; Juvenile Services; 8/5/2025 to 8/30/2026; \$50,800
 7. Acknowledgment of County Manager's Signature; Independent Contractor Agreement; Colorado Perinatal Care Quality Collaborative (CPCQC); 22 IHJA 171516; Health and Human Services; 7/1/2025 to 6/30/2026; \$110,000
 8. Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project; Rocky Mountain Bird Observatory dba Bird Conservancy of the Rockies and U.S. Fish and Wildlife Service; Finance; 7/31/2025 to 7/31/2027

*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, August 5, 2025

Page 2 of 2

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

9. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; Avis Rent A Car Systems, LLC; Airport; 6/1/2025 to 5/31/2028
10. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; Budget Rent A Car Systems Inc.; Airport; 6/1/2025 to 5/31/2028
11. Proposal; Physical Evidence Platform Solution; FileOnQ; Sheriff's Office; \$6,800 first year, \$5715 after
12. **CORRECTED** - Professional Services Agreement; AML Peer and Mental Health Support; Juvenile Services; 8/5/2025 to 7/31/2026; \$15,000
13. Professional Services Agreement; Pinnacle Insight LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
14. Professional Services Agreement; Willow Bay Counseling LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
15. Funding Agreement & Request for Payment; Gunnison County Metropolitan Recreation District; Health and Human Services; Gunnison Hinsdale Early Childhood Council; 6/1/2025 to 4/31/2026; \$10,000
16. Participation Form; National Opioid Settlements; CL-1730875; Purdue

8:35 am

- County Manager's Reports

8:40 am

- Acceptance of County Treasurer/Public Trustee Resignation

8:50 am

- Land Use Change Applications:
 1. Lot Cluster; LUC-24-00032; Alan Powell
 2. Lot Cluster; LUC-24-00061; 60 & 90 Mystery Lane
 3. Discount Storage Expansion of Commercial Use, Major Impact, Preliminary and Final Plan Review; LUC-23-00032; A Resolution Approving LUC-23-00032, A Land Use Change Permit Application for Preliminary and Final Plan Review of a Major Impact Land Use Change for an Expansion of Commercial Use at Discount (aka Centennial) Storage on the Parcel of Land Commonly Known as Parcel No. 3701-250-06-008, 825 State Highway 135, Gunnison, Colorado; Legally Described as Lot 3, Flying Ranch Subdivision, According to the Plat Filed September 17, 2019 at Reception No. 662373, County Of Gunnison, Colorado

9:30 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.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,, *471302# US (Tacoma)

+13462487799,,82753657556#,,, *471302# US (Houston)

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #07-74205-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Crested Butte LLC dba Ice Bar Rest Twister Warming Hse

Fiscal Impact:

Submitted by: Kathy Simillion County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/16/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/16/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #07-74205-0002

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

CRESTED BUTTE LLC DBA ICE BAR/REST TWISTER WARMING HSE

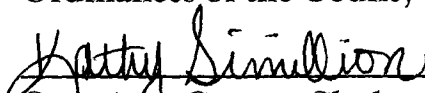
SEC 25 T135 R86W

CRESTED BUTTE, COLORADO 812224

Fee \$100.00

Effective Dates: 07.15.2025 – 07.15.2026

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



Gunnison County Clerk

Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

CRESTED BUTTE LLC
dba ICE BAR / REST TWISTER WARMING HSE
SEC 25 T135 R86W
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number 07-74205-0002	License Expires at Midnight July 15, 2026
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/10/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300 Lakewood, CO 80401

State of Colorado
Department of Revenue
ALCOHOL BEVERAGE LICENSE
RETAIL WAREHOUSE STORAGE PERMIT

Licensee Name	
ICE BAR / REST TWISTER WARMING HSE	
Liquor License Number	License Type
07-74205-0002	RETAIL WAREHOUSE STORAGE PERMIT
Location of Wholesale Branch House Permit	
SEC 25 T135 R86W GUNNISON CO 81230	

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This permit is nontransferable and shall be conspicuously posted with the Alcohol Beverage License issued to the licensee above, until a new or renewal license is issued. Any questions concerning this permit should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 7/10/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

received
7-3-25
15

Submit to Local Licensing Authority

ICE BAR / REST TWISTER
WARMING HSE
PO BOX 5700
Mt Crested Butte CO
81224

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

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check

Uploaded to MoveIt on Date

☐ Paid Online

Licensee Name

CRESTED BUTTE LLC

Doing Business As Name (DBA)

ICE BAR / REST TWISTER WARMING HSE

Liquor License Number

07-74205-0002

License Type

Hotel & Restaurant (county)

Sales Tax License Number

07742050002

Expiration Date

07/15/2025

Due Date

05/31/2025

Business Address

Street Address

SEC 25 T135 R86W

Phone Number

9703494047

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

PO BOX 5700

City, State, ZIP Code

Mt Crested Butte CO 81224

Email

SVIASS@VAILRESORTS.COM

Operating Manager

STEVEN VIASS

Date of Birth

3-25-1976

Home Address

Street Address		Phone Number
41 ENDNER PL #B		970-406-8289
City	State	ZIP Code
CRESSID GATE	CO	81224

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

Are the premises owned or rented? ☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

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

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

STEVEN VIASS

Title

FOOD & BEVERAGE DIRECTOR

Signature

Steven Viass

Date (MM/DD/YY)

6/17/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

Kathy Semellio

Attest

[Signature]

Date (MM/DD/YY)

7-3-25

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-54026-0000; Black Mes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Black Mesa Lodge LLC Liquor License renewal

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/25/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/25/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #26-54026-0000

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

BLACK MESA LODGE LLC DBA BLACK MESA LODGE

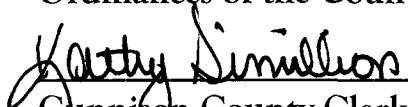
100 CORRAL GULCH RD

GUNNISON, COLORADO 81230

Fee \$100.00

Effective Dates: 09.06.2025 - 09.06.2026

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

 7-24-2025

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**BLACK MESA LODGE LLC
dba BLACK MESA LODGE
100 CORRAL GULCH ROAD
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 26-54026-0000	License Expires at Midnight September 06, 2026
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/24/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

BLACK MESA LODGE
PO BOX 132
Crawford CO 81415

received
7-18-25
KL

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 750 -

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.



Paid by check

Uploaded to MoveIt on Date



Paid Online

Licensee Name

BLACK MESA LODGE LLC

Doing Business As Name (DBA)

BLACK MESA LODGE

Liquor License Number

26-54026-0000

License Type

Hotel & Restaurant (county)

Sales Tax License Number

26540260000

Expiration Date

09/06/2025

Due Date

07/23/2025

Business Address

Street Address

100 CORRAL GULCH ROAD

Phone Number

9705960390

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

PO BOX 132

City, State, ZIP Code

Crawford CO 81415

Email

to m 69772@msn.com

Operating Manager

Don McLeod

Date of Birth

04-23-53

Home Address

Street Address		Phone Number
100 Coral Gulch Way		970 596-0390
City	State	ZIP Code
Crawford	LA	81415

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

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

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Charles Thomas McLeod

Title

owner

Signature



Date (MM/DD/YY)

7-15-25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

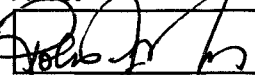
Title

Gunnison County Clerk

Signature

Holly Smillion

Attest



Date (MM/DD/YY)

7-18-25

Name (Individual/Business)

Black Mesa Lodge

Social Security Number/Tax Identification Number

522 84 4653

Home Phone Number

970 596 - 0390

Business/Work Phone Number

Street Address

PO Box 132 (100 CORA) Gulch Way

City

Crawford

State ZIP Code

6

81415

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

Tom McLeod

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

Tom McLeod

7.15.25

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-34997-0000; Tre Amici

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Tre Amici Corp dba Garlic Mike's
Red White & Booze LLC

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #26-34997-0000

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

TRE AMICI CORP DBA GARLIC MIKE'S

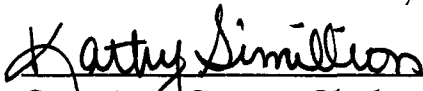
2674 HIGHWAY 135

GUNNISON, COLORADO 81230

Fee \$100.00

Effective Dates: 09.14.2025 - 09.14.2026

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



Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**TRE AMICI CORP
dba GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number

26-34997-0000

License Expires at Midnight

September 14, 2026

License Type

HOTEL & RESTAURANT (COUNTY)

Authorized Beverages

MALT, VINOUS AND SPIRITUOUS LIQUOR

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

In testimony whereof, I have hereunto set my hand. 7/29/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR AND TOBACCO ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

GARLIC MIKE'S
2674 HWY 135
Gunnison, CO 81230

ALCOHOL BEVERAGE TAKEOUT AND/OR DELIVERY PERMIT

Liquor License/permit Number
26-34997-0000

License Expires at Midnight
September 14, 2026

This permit allows your business to conduct:

- ☒ Takeout
- ☒ Delivery

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 7, C.R.S., as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor and Tobacco Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 7/29/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

GARLIC MIKE'S
2674 HWY 135
Gunnison CO 81230

received
7-24-25 *kl*

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00 11.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 761.00

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

TRE AMICI CORP

Doing Business As Name (DBA)

GARLIC MIKE'S

Liquor License Number

26-34997-0000

License Type

Hotel & Restaurant (county)

Sales Tax License Number

26349970000

Expiration Date

09/14/2025

Due Date

07/31/2025

Business Address

Street Address

2674 HWY 135

Phone Number

9706412493

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

2674 HWY 135

City, State, ZIP Code

Gunnison CO 81230

Email

garlicpiggy@aol.com

Operating Manager

Michael T. Busse

Date of Birth

6/18/65

Home Address

Street Address		Phone Number
414 S Taylor ST		970-596-3476
City	State	ZIP Code
Gunnison	CO	81230

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

Are the premises owned or rented? ☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

3. Are you renewing a takeout and/or delivery permit? ☒ Yes ☐ No

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

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

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?

☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?

☐ Yes ☒ No

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Traci M. Busse

Title

owner/secretary/treasurer

Signature

Traci M. Busse

Date (MM/DD/YY)

7/24/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

gunnison County

Title

gunnison County Clerk

Signature

Kathy Simillion

Attest

Kathy Simillion

Date (MM/DD/YY)

7-24-25

Name (Individual/Business)

Tre Amici Corp. DBA Garlic Mike's

Social Security Number/Tax Identification Number

84-1552236

Home Phone Number

970-596-0646

Business/Work Phone Number

970-641-2493

Street Address

2674 Hwy 135

City

Gunnison,

State

CO

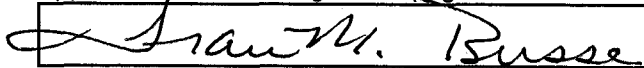
ZIP Code

81230

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

Traci M. Busse

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



7/24/25

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-20000; Red White & Booze

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Tre Amici Corp dba Garlic Mike's
Red White & Booze LLC

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-20000

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

RED WHITE & BOOZE LLC

DBA RED MOUNTAIN LIQUORS

81 GILLASPEY AVENUE

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 10.22.2025 - 10.22.2026

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


Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**RED WHITE & BOOZE LLC
dba RED MOUNTAIN LIQUOR
81 GILLASPEY AVENUE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-20000	License Expires at Midnight October 22, 2026
License Type RETAIL LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/29/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

RED MOUNTAIN LIQUOR
25 FLOYD AVENUE
Crested Butte CO 81224

received
7-29-25

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	562.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 562.50

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

RED WHITE & BOOZE LLC

Doing Business As Name (DBA)

RED MOUNTAIN LIQUOR

Liquor License Number

03-20000

License Type

Retail Liquor Store (county)

Sales Tax License Number

20231742617

Expiration Date

10/22/2025

Due Date

09/07/2025

Business Address

Street Address

81 GILLASPEY AVENUE

Phone Number

9703491472

City, State, ZIP Code

Crested Butte CO 81224

Mailing Address

Street Address

25 FLOYD AVENUE

City, State, ZIP Code

Crested Butte CO 81224

Email

Seanhartigancb@gmail.com

Operating Manager

Sean Hartigan

Date of Birth

4/6/70

Home Address

Street Address

Phone Number

26 Floyd Ave

970 349 2833

City

State

ZIP Code

CB

CO

81224

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

3. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

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

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ☐ Yes ☒ No

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Sean Hartigan

Title

OWNER

Signature

[Signature]

Date (MM/DD/YY)

7/12/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

Kathy Smillion

Attest

[Signature]

Date (MM/DD/YY)

7-25-25

Name (Individual/Business)

Red Mountain Liquor

Social Security Number/Tax Identification Number

93-2452021

Home Phone Number

970/349/2833

Business/Work Phone Number

970/349/1472

Street Address

81 Gillaspey Ave

City

Crested Butte

State

CO

ZIP Code

81224

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

Sarah Beck Hartigan

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

[Signature]

7/21/25

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #05-29384-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Crested Butte Nordic Council

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/16/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/16/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #05-29384-0002

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

CRESTED BUTTE NORDIC COUNCIL

DBA CBNC MAGIC MEADOWS YURT

LOWER LOOP PARCEL-MAGIC MEADOW LOT 3

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 09.15.2025 – 09.15.2026

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

Kathy Simillion 7-11-25

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**CRESTED BUTTE NORDIC COUNCIL
dba CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 05-29384-0002	License Expires at Midnight September 15, 2026
License Type TAVERN (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 7/11/2025 MAR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

received
 7-8-2025
 12

**CBNC MAGIC MEADOWS
 YURT
 PO BOX 1269
 Crested Butte CO 81224**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$750

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to Movelt on Date

Licensee Name

CRESTED BUTTE NORDIC COUNCIL

Doing Business As Name (DBA)

CBNC MAGIC MEADOWS YURT

Liquor License Number

05-29384-0002

License Type

Tavern (county)

Sales Tax License Number

05293840002

Expiration Date

09/15/2025

Due Date

08/01/2025

Business Address

Street Address

LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3

Phone Number

9703491707

City, State, ZIP Code

Crested Butte CO 81224

Mailing Address

Street Address

PO BOX 1269

City, State, ZIP Code

Crested Butte CO 81224

Email

admin@cbnordic.org

Operating Manager

Brittany Perkins

Date of Birth

05/14/1988

Home Address

Street Address

Phone Number

148 Elcho Avenue #3

970-389-2560

City

State

ZIP Code

Crested Butte

CO

81224

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

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

Perpetual Lease

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

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

3. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

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

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Brittany Perkins

Title

Finance Manager

Signature

Brittany Perkins

Date (MM/DD/YY)

07/01/2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

Kathy Semelien

Attest

[Signature]

Date (MM/DD/YY)

7-8-25

Name (Individual/Business)

Crested Butte Nordic Council

Social Security Number/Tax Identification Number

84-1066206

Home Phone Number

970-349-1707

Business/Work Phone Number

Street Address

620 Second Street

City

Crested Butte

State

CO

ZIP Code

81224

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

Brittany Perkins

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

Brittany Perkins

Date Signed

7/1/2025

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit #5-2025; Arrowhead Vol

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Arrowhead Volunteer Fire Department

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/1/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/1/2025

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: 8/5/2025



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 5-2025

to sell/serve malt, vinous, and spirituous liquor for on-premises
consumption at 2069 Spruce Road, Arrowhead, Colorado.

ARROWHEAD VOLUNTEER FIRE DEPARTMENT
2069 SPRUCE ROAD
ARROWHEAD, COLORADO 81220

Fee \$100.00

Effective: 08.10.2025 from 1:30 p.m. to 05:30 p.m.

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

Kathy Simillion 8-5-25
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

Application for a Special Events Permit

received
6-23-25
kf

Liquor Permit Number (Do Not Fill Out)

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

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

LIAB Type of Special Event Applicant is Applying for:

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

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Arrowhead Volunteer Fire Dept.

98-19031-0000

Mailing Address of Organization or Political Candidate

2069 Spruce Rd

City

State ZIP Code

Cimarron

CO

81220

Address of Place to Have Special Event

2069 Spruce Rd

City

State ZIP Code

Cimarron

CO

81220

Authorized Representative of Qualifying Organization or Political Candidate

Anita Harbert

Date of Birth (MM/DD/YY)

Phone Number

09/26/1960

303-913-9763

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

50 Hazel Lake Dr

City

State ZIP Code

Cimarron

CO

81220

Event Manager

Anita Harbert

Date of Birth (MM/DD/YY)

09-26-1960

Phone Number

303-913-9763

Event Manager Home Address

50 Hazel Lake Dr

City

Cimarron

State

CO

ZIP Code

81220

Email Address of Event Manager

ArrowheadVFD@gmail.com

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

☐ Yes ☒ No

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

☐ No ☐ Yes, How many days?

Paper work in

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

☒ No ☐ Yes, License Number

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

☒ Yes ☐ No

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

☐ Yes ☐ No

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

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

Date August 10 th 2025	Date
From: 1:30 PM	From:
To: 5:30 PM	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:
Date 	Date
From: 	From:
To: 	To:

Oath of Applicant

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

Title	Department
Signature	Secretary / Treasurer
<i>Anta Hubert</i>	<i>6-22-25</i>

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

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

Therefore, this Application is Approved.

Local Licensing Authority (City or County)	☐ City ☒ County
Telephone Number of City/County Clerk	
<i>Gunnison County</i>	
<i>970-641-7641</i>	
Title	
Signature	Date (MM/DD/YY)
<i>Gunnison County Clerk</i>	
<i>Hetty Semellon</i>	<i>6-24-2025</i>

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

Liability Information

License Account Number	Liability Date
State	Total
-750 (999) \$	.00

Application Information and Checklist

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

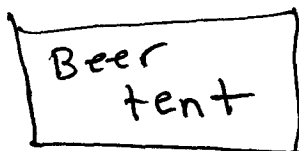
- ☒ Appropriate fee.
 - ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - ☒ Copy of deed,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

Qualifications for Special Events Permit

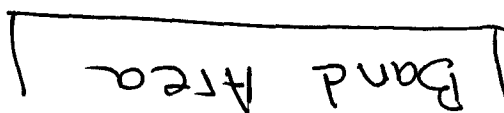
(44-5-102 C.R.S.)

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

Spruce Rd.



Common Ground with trees.



HAZEL LAKE DR.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 7/15/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 7/15/2025

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: 7/25/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 8/5/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 15, 2025**

The July 15, 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	John Cattles, Assistant County Manager for
Elizabeth Smith, Vice-Chairperson	Operations and Sustainability
Jonathan Houck, Commissioner	Holly Perry, Deputy County Clerk
Alex San Filippo-Rosser, Deputy County Attorney	Others Present as Listed in Text

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 Smith to approve the July 1st Regular Meeting minutes as presented. Motion carried unanimously.

- 1. July 1, 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; 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

NOTICE; NEW NATIONAL OPIOID SETTLEMENT; PURDUE PHARMA L.P. & SACKLER FAMILY:

Commissioner Smith explained that the State has all the Memorandum of Understanding (MOU) for all the settlements and every time another one is introduced, local governments must go through the process of accepting it. Commissioner Smith would like to wait to decide until the opt-in paperwork is received. Commissioner Puckett Daniels and Commissioner Houck agreed.

CONDOMINIUM PLAT; LUC-24-00060; DIZZY GILLASPEY, LLC: Planner Rachael Blondy was present for discussion.

Planner Blondy stated this application is to convert an existing multifamily into condominiums to allow for ownership of each of the four units. Moved by Commissioner Houck, seconded by Commissioner Smith to authorize and approve LUC-24-00060, Dizzy Gillaspey, LLC and authorize the Chair’s signature on the condominium plat.

BREAK: The meeting recessed between 8:41 am until 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: Appraiser II Charles McDonald and Deputy Assessor of Appraisal Chris Nutgrass were present for discussion.

1. Open Abatement Hearing. Commissioner Puckett Daniels opened the Abatement Hearing at 8:45 am.
2. Public Notice Confirmation. Clerk Perry confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation for R004083. Appraiser McDonald stated for account R004083, it is an improved account, and they are recommending an adjustment to the quality from good to average plus which was then used in their formula models. Deputy Assessor Nutgrass explained that their note saying the sales support recommended values are based on the sales of other average plus quality structures which then resulted in a partial but not full denial.
5. Applicant Presentation. The applicant was not present.
6. Board Questions. There were no further questions.
7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 8:48 am.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. Applicant was not present.
10. Staff Presentation for R004085. Appraiser II Charles McDonald explained that the house straddles both parcels so this changes the classification from vacant to residential.

Moved by Commissioner Houck, seconded by Commissioner Smith to approve the recommendations from the Assessor's office in the petition for abatement for tax years 2023 and 2024 on R004083 as well as on R004085 as presented this morning and incorporate those changes into our decision and then authorize those to be put into place by the Assessor's office. Motion carried unanimously.

COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Smith:

1. Mayors and Managers – Commissioner Smith attended the Mayors and Managers meeting to which they spoke to challenges that are occurring in Pitkin.
2. Whetstone – Commissioner Smith expressed gratitude to the staff for the Whetstone project and noted the executive team had a celebration.
3. Child Fatality Review Team – Commissioner Smith relayed they have a meeting in July and will have a large meeting in August that will require two days instead of the typical one day. They have been discussing the child allocation formulas as well as obtaining consistency with the Attorney General's Domestic Violence Fatality Team reviewing cases that involve children.
4. Gunnison Area Plan Work Session – Commissioner Smith stated all the Commissioners attended the work session.

Commissioner Houck

1. Club 20 – Commissioner Houck attended the Club 20 summer policy meeting in Gunnison. He reiterated their policies should not conflict with the work that has been done for the sage-grouse. He then commented that at the spring meeting in Grand Junction, it was decided to pull back support for the outdoor recreation department within the Office of Economic Development and International Trade (OEDIT) to which a couple representatives felt was short sighted. Commissioner Houck and a representative from Montezuma County are speaking about the importance of supporting OEDIT.
2. Gunnison County Stockgrowers' Association – Commissioner Houck relayed they will be meeting with the Commissioners in the next work session regarding the implementation of their wolf reintroduction plan as well as their concerns and their expectations from the State. He stated there have also been an informal call every Monday that involves agriculture producers, county officials, and natural resource folk that have resulted in the question of how much consultation has been done with the tribes regarding wolf reintroduction.

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. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY, OR ASSISTANT COUNTY ATTORNEY ABOUT THE SAME. **Moved** by Commissioner Houck, seconded by Commissioner Smith to enter into executive session pursuant to Colorado Revised Statute 24-6-402(4)(a) and sections (e) and (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 Colorado Revised Statute 24-6-402(4)(b) conferences with the County Attorney, Deputy County Attorney, or Assistant County Attorney about the same. Participants in the executive session will be the full Board of County Commissioners, as well as representatives from the Attorney’s Office and County Manager Matthew Birnie, and Assistant County Manager (for Operations and Sustainability) John Cattles as well. Motion carried unanimously.

The board went into executive session at 9:05 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(a) & (e)(i) & (b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Alex San Filippo-Rosser
Deputy County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants in the executive session were consistent with those read into the record. We stayed on topic and at this point, there’s no direction for staff. Motion carried unanimously. The Board came out of executive session at 9:48 am.

GUNNISON VALLEY LAND PRESERVATION FUND GRANT AGREEMENTS; GUNNISON RANCHLAND CONSERVATION LEGACY: Geographic Information Services Manager Mike Pelletier and Gunnison Ranchland Conservation Legacy Executive Director Stacy McPhail were present for discussion.

1. Crossbar Ranch North Conservation Easement; \$141,443 – Executive Director McPhail explained the homeowners for Crossbar Ranch are encumbering the last few pieces of the ranch and this area is a production area for the sage-grouse. She stated it is difficult to find the larger acreage ranches that are contiguous and is something the ranching community has wished for.
2. Wildcat Ranch Conservation Easement; \$120,014 – Executive Director McPhail stated this has been seen before but with a different owner. Previous owners recommended that the buyers proceed with conservation easement to which they did immediately. She also reiterated that the wildlife habitat in this area is crucial and includes water resources where there’s little water.
3. Willow Creek Property Conservation Easement; \$86,443 – Executive Director McPhail noted the conservation buyer donated this property to them four years ago. After discussions with the National Park Service (NPS) and Bureau of Land Management (BLM) it was decided the best-case scenario was to place an easement and retire residential rights altogether on the 100 acres. The Upper Gunnison River Water Conservancy District also does wet meadows restoration there and uses it as a lab.

Commissioner Houck expressed appreciation for the work being done by their work and the work of the community. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Gunnison Valley Land Preservation Fund Grant Agreements with the Crossbar Ranch North Conservation Easement in the amount of \$141,443, the Wildcat Ranch Conservation Easement in the amount of \$120,014, and the Willow Creek Property Conservation Easement in the amount of the \$86,443, and the contracts associated with them as presented today. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: The voucher approval report dated June 17, 2025 and the cash transfer authorization dated June 2025 was discussed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the vouchers in the amount of \$8,023,631.11. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the cash transfer in the amount of \$10,302,887.79. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the June 2025 Treasurer's report, an investment report dated June 2025, and a quarterly interest report dated April to June 2025 for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer's Report as presented and authorize the Chair's signature on the acceptance.

BREAK: The scheduled break was skipped in order to continue on time with the meeting.

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

COMMISSIONER ITEMS: (CONT'D)

Commissioner Puckett Daniels:

1. Gothic Corridor – Commissioner Puckett Daniels stated that Mt. Crested Butte Police decided to stop vehicle admittance to the Gothic Corridor last Saturday due to the density.
2. Cattlemen's Day – Commissioner Puckett Daniels participated in the parade and flew the flag for the Board of County Commissioners and attended the buyer's barbeque and auction.
3. Irwin Community Association Annual Meeting – Commissioner Puckett Daniels and Assistant County Manager for Public Works Martin Schmidt attended the meeting and spoke to Irwin community residents. She relayed they continue to express the desire to have a voice in the county and regional processes or decisions about the land around there.
4. Crested Butte Land Trust Gala – Commissioner Puckett Daniels expressed the Crested Butte Land Trust had raised about \$1M for conservation.
5. Senator Hickenlooper Regional Representative Lisa Pool – Commissioner Puckett Daniels relayed Ms. Pool attended a Whetstone site visit with herself, County Manager Matthew Birnie, and ACM Cattles and discussed the project and the Brush Creek roundabout.
6. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels attended a meeting last week. They voted to allow and support Chief Finance Officer Melissa LaMonica to spend ten hours a week on GVRHA issues while she steps into the finance role at the end of the month in order to oversee the transition plan because GVRHA desires to have consistency of presence and service to the community for the next six months.
7. Crested Butte Mountain Resort (CBMR) General Manager JD Crichton – Commissioner Puckett Daniels met with GM Crichton last week to discuss meetings he has had with the Tourism and Prosperity Partnership Board (TAPP) regarding ways to support each other moving forward.
8. 7th Judicial District – Commissioner Puckett Daniels met with other Commissioners and District Attorney Anna Cooling to discuss the preliminary budget proposal and asked for accountability in terms of quantifiable metrics not just qualitative reports. Commissioner Smith asked for clarification on what quantitative metrics are being considered.
9. Wildlife Manager Brandon Diamond – Commissioner Puckett Daniels had a meeting with Wildlife Manager Diamond. She relayed that he is trying to facilitate communication between all stakeholders and invited them to a meeting regarding the next steps in wolf reintroduction.
10. Colorado Forest Health Council – Commissioner Puckett Daniels submitted an application to be the western slope member last week.

Commissioner Houck lastly expressed appreciation for the smooth flow and safety of the community during the Cattlemen's Day events.

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. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to enter executive session pursuant to C.R.S 24-6-402(4)(b) & (e)(i) for 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. Participants in that executive session will be Deputy County Attorney Alex San Filippo-Rosser, the three County Commissioners, Assistant County Manager for Operations (and Sustainability) John Cattles, and Assistant County Manager for Community and Economic Development Cathie Pagano. Motion carried unanimously.

The board went into executive session at 10:13 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b) & (e)(i).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Alex San Filippo-Rosser
Deputy County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants were consistent with those read into the record and we stayed on the topic. Motion carried unanimously. The Board came out of executive session at 11:25 am. Commissioner Puckett Daniels confirmed there were no specific direction given and they would like staff to continue working on the projects that they are working on.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:25 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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 7/22/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes; 7/22/2025

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: 7/25/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 8/5/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
July 22, 2025**

The July 22 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 BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

Due to Commissioner Puckett Daniels being remote, Commissioner Smith ran the meeting.

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

REQUEST FOR EXTENSION OF TIME TO FILE AUDIT; 12/31/2024; FINANCE:

CM Birnie explained that this is a request for an extension that is required under State statute. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to authorize the request for extension for time to file the audit following State statute and authorize a member of the Board to sign the form required by the State that is presented in today’s packet. Motion carried unanimously.

ADJOURN: Commissioner Smith adjourned the meeting at 8:32 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 8/1/2025 thru 9/30/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
August 5, 2025, All Day @ BOCC Boardroom
2. [Joint Public Hearing - Gunnison Area Plan Special Area Regulations](#)
August 7, 2025, 8:45 AM - 12:00 PM @ BOCC Boardroom
Joint Public Hearing - Agenda and packet materials available
3. [BOCC Work Session](#)
August 12, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
August 19, 2025, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)
August 26, 2025, All Day @ BOCC Boardroom
6. [BOCC Regular Meeting](#)
September 2, 2025, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)
September 9, 2025, All Day @ BOCC Boardroom
8. [BOCC Regular Meeting](#)
September 16, 2025, All Day @ BOCC Boardroom
9. [BOCC Work Session](#)
September 23, 2025, All Day @ BOCC Boardroom
10. [City of Gunnison - Elected Officials Dinner](#)
September 29, 2025, 6:00 PM

Gunnison County Organization

1. [Holiday - Labor Day - Offices Closed](#)
September 1, 2025, All Day

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: Small Dollar Grant Award; Emergency Management Per

Action Requested: Discussion

Parties to the Agreement: STATE OF COLORADO Department of Public Safety

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2025 Emergency Management Performance

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/31/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



STATE OF COLORADO

Department of Public Safety

Page 1 of 1

ORDER				*****IMPORTANT*****			
Number: POGG1,RFAA,202600002029				The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
Date: 7/7/25							
Description: Gunnison County - 23EM-25-34 - New				BILL TO			
Effective Date: 01/01/25 Expiration Date: 12/30/25				DIVISION OF HOMELAND SECURITY 9195 E MINERAL AVE. SUITE 200 CENTENNIAL, CO 80112			
BUYER				SHIP TO			
Buyer:				DIVISION OF HOMELAND SECURITY 9195 E MINERAL AVE. SUITE 200 CENTENNIAL, CO 80112			
Email:							
VENDOR				SHIPPING INSTRUCTIONS			
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248				Delivery/Install Date: FOB:			
Contact: Lisa Bickford, Emergency Phone:							
VENDOR INSTRUCTIONS							
EXTENDED DESCRIPTION							
07/07/2025- Gunnison County - 23EM-25-34 - New							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1			0	0.00	\$48,181.00	☐	
Description: Grant Commodity - Federal							
Actual Expiration is 09/30/2025							
Service From: 01/01/25				Service To: 09/30/25			
TERMS AND CONDITIONS							
https://www.colorado.gov/osc/purchase-order-terms-conditions							
DOCUMENT TOTAL = \$48,181.00							



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Lisa Bickford
Emergency Management Director
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

June 20, 2025

RE: 2025 Emergency Management Performance Grant Award 23EM-25-34

Dear Lisa Bickford,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2025 Emergency Management Performance Grant Program (EMPG) is approved and awarded in the amount of \$96,362.00 (funding sources: \$48,181.00 of Federal, and \$48,181.00 of Local).

Please take note of the following requirements. All supporting documentation will accompany Requests for Reimbursement (RFRs) for EMPG awards as outlined in the attached Statement of Work (SOW) §§5.2.1 and 5.2.2, and as described on page 5 in the 2025 EMPG Guidance document. Delays to reimbursements as a result of missing documentation will occur until documentation requirements are satisfied.

- 1) EMPG funded staff
 - a) For 100% EMPG funded staff, a signed job description on file or for partially EMPG funded staff, a certified time card with proof of payment
 - b) Print out from the accounting system (i.e. General Ledger) or payroll system
- 2) All other costs, backup documents will be required with proof of payment
 - a) Invoice
 - b) Print out from the accounting system (i.e. General Ledger)

The requirements of part one (1) above are found in the Federal Regulations under Title 2 Code of Federal Regulations (CFR) Part [200.430 Compensation-Personal Services](#).

Project funding award is based on the project description provided in the application and is outlined in the following table:



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management

8000 South Chester Street, Suite 575

Centennial, CO 80112

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
EMPG Activities	\$ 48,181.00	\$ 48,181.00	\$ 96,362.00
TOTAL GRANT AWARD	\$ 48,181.00	\$ 48,181.00	\$ 96,362.00

DHSEM will issue your grant award as a Small Dollar Grant Award (SDGA). The issuance of the SDGA functions like a 'purchase order' for RFRs in the State financial system and does not require original signatures on a formal agreement from your approving authorities.

Included with this Award Letter is the completed SDGA, SOW, and terms and conditions of your grant award. If your organization has updated or changed W-9 or banking information, new forms are required to update our financial system.

The period of performance for the 2025 EMPG SDGA is from **January 1, 2025 to September 30, 2025**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance as outlined in the SOW.

For questions regarding your SDGA or the 2025 EMPG, please contact your assigned Field Manager or Field Operations Specialists at cdps_dhsem_empg-admin@state.co.us. Congratulations on your award and thank you for your interest in this grant award program.

Sincerely,

Kevin F. Kurelich
Interim Field Operations Manager
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: File



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

Small Dollar Grant Award (SDGA)

Statement of Work

State Agency

Department of Public Safety, Division of
Homeland Security and Emergency Management

Grantee

Board of County Commissioners of Gunnison
County

Grantee UEI

NSN9FAGKEDJ9

Agreement Number

23EM-25-34

Agreement Performance Beginning Date

January 1, 2025

Current Agreement Expiration Date

September 30, 2025

Current Agreement Maximum Amount

\$48,181.00

Current Agreement Match Amount

\$48,181.00

1. Federal Award Information

Federal Award ID (FAIN)#

EMD-2023-EP-00004

Assistance Listing (CFDA)

97.042

Federal Award Date

August 22, 2023

Emergency Management Performance Grants (EMPG)

Federal Awarding Agency

DHS / FEMA

Identification if the Award is for R&D:

No

2. Grant Authority

A. Federal Authority to enter into this Grant exists in the Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. §762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§4001 et seq.);

B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. General Description of the Project(s).

3.1. Project Description. Work Plan – Grantee will carry-out and work diligently to complete the tasks in their approved annual work plan. These tasks are listed by

Statement of Work (cont.)

Emergency Management Function in the work plan document and are part of the annual Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS) Program Application along with the Staffing Pattern/Personnel, Program Budget and other required forms. Subrecipient will execute and complete the projects specified and outlined in their approved 2025 application.

3.2. Project Period of Performance. This 2025 Emergency Management Performance Grant (EMPG) Small Dollar Grant Award (SDGA) is funded with 2023 EMPG funds for the period of performance from January 1, 2025 to September 30, 2025 exclusively for the reimbursement of eligible project expenditures during the performance period only. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance.

3.3. Project Expenses. Eligible project expenses for the EMPG award for reimbursement are allowable by Federal authority beginning on the Agreement Performance Beginning Date and ending on the Current Agreement Expiration Date outlined in this Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table in §9 of this SOW.

Project expenses include the costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with emergency management exercises, training, and planning activities. Eligible project expenses are reimbursed upon submission and approval of the quarterly request for reimbursement form and supporting documentation in the EMGrants Pro system. No more than 5% of this Grant may be used for Management and Administration (M&A) costs.

Note: This 2025 EMPG SDGA is funded with 2023 EMPG funds. Salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the [FY 2023 EMPG Notice of Funding Opportunity](#).

3.4. Non-Federal Match: This non-federal match section does apply to this Grant. If applicable the match may include in-kind match. This Grant requires a non-federal match contribution of **50%** of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request.

Statement of Work (cont.)

4. Principal Representatives

For the State:

Kevin F. Kurelich, Interim Field Operations Manager
Department of Public Safety, Division of Homeland
Security & Emergency Management
9195 East Mineral Avenue, Suite 200
Centennial, CO 81631
Kevin.Kurelich@state.co.us

For Grantee:

Lisa Bickford, Emergency
Management Director
Gunnison County
200 East Virginia Avenue
Gunnison, CO 81230
LBickford@gunnisoncounty.org

5. Administrative Requirements:

5.1. The Grantee must request approval in advance for any change to this Grant Award, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

5.2. Required Documentation: Grantees shall retain all procurement, payment, and award documentation on site for inspection for three years after the Federal Award is closed by the DHSEM. The DHSEM anticipates the minimum retention date for the EMPG program of December 30, 2028, or thereafter, and is subject to change. Compliance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (2 CFR), Subpart D, Part 200.334 Retention requirements for records, is required under this subaward.

Retained records include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, time and effort reports, grant award documents, letters from DHSEM, and requests for reimbursement (RFR) forms.

Sufficient detail shall be provided with RFRs to demonstrate that expenses are allowable and appropriate as detailed in the following sections.

5.2.1 Detailed backup documentation for salaries and benefits. In accordance with the OMB regulations, [2 CFR Part 200.430 "Compensation—personal services"](#) the signed job descriptions for 100% EMPG funded staff or certified time cards for partially EMPG funded personnel, with proof of payment, must accompany RFRs under this award. For further reference, please visit the OMB Guidance link above.

5.2.2 Supporting documentation for all expenses requested for reimbursement.

Grantee shall ensure all proper supporting documentation is provided to validate

Statement of Work (cont.)

expenses requested for reimbursement. Delays to reimbursements, as a result of missing documentation, will occur until documentation requirements are satisfied. The DHSEM reserves the right to request additional documentation and information as needed and necessary for processing requests. Supporting documentation should include, but is not limited to:

5.2.2.1. Invoices, receipts, approved travel reimbursement forms, or forms showing prior approval obtained for specified expenses, attendance forms, after action reports/process improvement plans, etc., and

5.2.2.2. Proof of payment for all expenses requested for reimbursement, such as credit card statements; general ledgers which show payee name, date paid, check numbers (if applicable), transaction number, and amount; cancelled check copies; bank statements; printed receipts showing payment method used; etc. All proof of payment documents containing sensitive information should be redacted if not applicable to the expenses being supported. The DHSEM maintains sensitive documents on secured servers to protect information.

5.2.3 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$10,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

5.2.4 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal

Statement of Work (cont.)

funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

- 5.4. Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

5.4.1 Any sole source transaction shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://sam.gov).

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"This project was supported by grant #23EM-25-34, issued by the Colorado Division of Homeland Security and Emergency Management."

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the DHSEM.

Statement of Work (cont.)

- 5.5.** Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services: Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\), Pub. L. No. 115-232](#) (2018) and 2 C.F.R. §§ [200.216](#), [200.327](#), [200.471](#), and [Appendix II to 2 C.F.R. Part 200](#). Beginning August 13, 2020, the statute—as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors—prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reason.

5.6. Additional Administrative Requirements:

- 5.6.1** All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).

- 5.6.2** Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.6.3 Environmental Planning and Historic Preservation (EHP) Review:

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process.

This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program

Statement of Work (cont.)

regulations; and, any other applicable laws and Executive Orders. Click this [link](#) to access the FEMA EHP screening form and instructions.

In order to initiate EHP review of the project(s) requires completion of all relevant sections of the [EHP form](#) and submit it to DHSEM, along with all other pertinent project information. The EHP review process must be completed and approved by DHS/FEMA before funds are released to carry out the proposed project; otherwise, DHS/FEMA and DHSEM may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, Grantee will monitor ground disturbance, and if any potential archeological resources are discovered, Grantee will immediately cease work in that area and notify DHSEM, which will immediately notify DHS/FEMA for further action.

5.6.3.1. Expenses related to capital projects, construction, renovation or any modifications to existing buildings, structures, facilities, or ground disturbance activities that require compliance with the FEMA Environmental Planning and Historic Preservation (EHP) are ineligible under this SDGA or award.

5.6.4 All applicant agencies that own resources that could deploy must be on a [Colorado Resource Rate Form in WebEOC](#).

5.6.5 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the DHSEM within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

5.6.6 Any funds used to support emergency communications activities should comply with the [FY SAFECOM Guidance on Emergency Communication Grants](#).

6. Reporting Requirements:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Statement of Work (cont.)

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 10 th
April, May, June	due July 10 th
July, August, September	due October 10 th
October, November, December	due January 10 th

- 6.2.** Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. Payment:

- 7.1. Payment Schedule:** Grantee shall submit RFRs using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the RFR is due as outlined in the schedule table below.

Report Period	Due Date
January, February, March	due April 30 th
April, May, June	due July 31 st
July, August, September	due October 31 st
October, November, December	due January 31 st

Statement of Work (cont.)

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 and §5.2 of this SOW. If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted. Additionally, the DHSEM may issue a notice of delinquency to the Grantee for any overdue progress reports and/or RFRs.

7.2. Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

7.3. Payment Returns: Any grant funds from this award not expended by the Agreement Expiration Date, or deemed ineligible under the grant program, must be returned to the State within 10 days of the Agreement Expiration Date, or notification from the DHSEM of ineligibility. Such grant funds returned to the State must be via check repayment issued to 'Colorado Department of Public Safety' with a memo line stating 'refund for [encumbrance number*]' and remit to:

**Colorado Department of Public Safety
Attn: EDO Accountant
700 Kipling Street, Suite 4000
Lakewood, CO 80215**

*Encumbrance number for this award is found at the bottom of each page of the SOW.

8. Testing and Acceptance Criteria:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

Statement of Work (cont.)

9. Budget Agreement Amount Table:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
EMPG Activities	\$ 48,181.00	\$ 48,181.00	\$ 96,362.00
Total Grant Award	\$ 48,181.00	\$ 48,181.00	\$ 96,362.00

10. Modifications

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee, after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

State of Colorado Small Dollar Grant Award Terms and Conditions

4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) “Award” means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administers.;(b) “Budget” means the budget for the Work described in this Agreement; (c) “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) “UCC” means the Uniform Commercial Code in CRS Title 4; (e) “Effective Date” means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) “Federal Award” means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) “Grantee” means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) “Matching Funds” mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) “Recipient” means the State agency identified on the face of the Small Dollar Grant Award; (m) “Subcontractor” means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) “Work” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

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5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement

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using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

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- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes.
- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grant.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

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- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.
- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of

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allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by

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

- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

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- 26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
- 27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.
- 28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
- 29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special

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Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

- 30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
- 31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- 32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and

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(c) be solely responsible for its acts and those of its employees and agents.

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

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

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

36. Public Contracts for Services. *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment

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screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

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

38. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

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

- A. Definitions.** The following terms shall be construed and interpreted as follows: (a) “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) “State

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Confidential Information” means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJL, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) “State Fiscal Rules” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) “State Records” means any and all State data, information, and records, regardless of physical form; (j) “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) “Work Product” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

- B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written

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consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third-party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

- C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State

State of Colorado Small Dollar Grant Award Terms and Conditions

Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee’s performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

- D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.
- E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that

State of Colorado Small Dollar Grant Award Terms and Conditions

ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain,

State of Colorado Small Dollar Grant Award Terms and Conditions

without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

- H. **Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.
- I. **Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*
- J. **Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any

State of Colorado Small Dollar Grant Award Terms and Conditions

extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to:
- Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement;
 - Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards;
 - Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing;
 - Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments;
 - Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS;
 - Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



Insert Name
Insert Title
Insert Agency Name
Insert Agency Address
City, CO ZipCode

Insert Full Date

Re: Grant Award ##XXX##XXX Modification Notification

Dear Insert Last Name,

This letter is to inform you that your award under the Insert Year Insert Grant Program Name Grant Program is modified from the original issuance of your Small Dollar Grant Award (SDGA). The modification for this letter is accompanied by the modified Statement of Work (SOW). This modification includes:

1. The period of performance for this SDGA modification is extended from the Original Expiration date of Insert Full Date to the Current Expiration date of Insert Full Date.
2. The Increase/Decrease or Budget Line Adjustment of the award amount of \$00,000.00 (funding source: \$00,000.00 of Federal, and \$00,000.00 of State, Local or Both Funds) as outlined in the attached Statement of Work (SOW).

For questions regarding your SDGA or the Insert Year Insert Grant Program Name Grant Program, please contact Insert Name at (###) ###-#### or Email Address@state.co.us, or Insert Name (###) ###-#### or Email Address@state.co.us and thank you for your assistance in managing this grant award.

Sincerely,

DHSEM Full Name
DHSEM Title
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: File



STATE OF COLORADO
SMALL DOLLAR GRANT AWARD (SDGA) MODIFICATION
STATEMENT OF WORK

State Agency

Department of Public Safety, Division of Homeland
Security and Emergency Management

Grantee

Board of County Commissioners of [County Name]
County

Grantee UEI

XXXabcXXXz12

Agreement Number

YYxxxYYxxxx

Agreement Performance Beginning Date

Month dd, YYYY

Current Agreement Expiration Date

Month dd, YYYY

Current Agreement Maximum Amount

\$00,000.00

Current Agreement Match Amount

\$00,000.00

1. FEDERAL AWARD INFORMATION

Federal Award ID # (FAIN)

AWARD No.

Federal Award Date

Month dd, YYYY

Federal Awarding Agency

ex.: DHS / FEMA

Assistance Listing (CFDA)

00.000

Grant Program Name

Identification if the Award is for R&D:

No

2. GRANT AUTHORITY

- A. Federal Authority to enter into this Grant exists in the Briefly describe the Authority to enter into the Agreement;
- B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. GENERAL DESCRIPTION OF THE PROJECT(S).

3.1. Project Description. Sample Text Only - Grantee will hire a contractor to complete a multi-hazard risk analysis for XXX County. The analysis will meet all FEMA's requirements. Subrecipient will execute and complete the projects as specified and outlined in their approved Insert Appropriate Reference.

3.2. Project Expenses. Project expenses include the costs to Sample Text Only - hire the contractor to complete the project as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

3.3. Non-Federal Match: This non-federal match section applies to or does not apply to this Grant. If it applies, this Grant requires a non-federal match contribution of Number% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match may or may not include in-kind match.

STATEMENT OF WORK (CONT.)

4. PRINCIPAL REPRESENTATIVES

For the State:

Name, Title

Department of Public Safety,

Division of Homeland Security &

Emergency Management

8000 South Chester Street, Suite 575

Centennial, CO 80112

Name.Name@state.co.us

For Grantee:

Name, Title

Agency Name

Physical Address

Mailing or PO Address

City, CO ZIP Code

Email Address

5. ADMINISTRATIVE REQUIREMENTS:

5.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

5.2. Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

5.2.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

5.2.2 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

5.2.3 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

5.4. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues.

STATEMENT OF WORK (CONT.)

In addition:

- 5.4.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.
- 5.4.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 5.4.3** Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://www.sam.gov).
- 5.4.4** When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:
“This project was supported by grant #YYxxxYYxxxx, issued by the Colorado Division of Homeland Security and Emergency Management.”
- 5.4.5** Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the DHSEM.
- 5.5. Additional Administrative Requirements:**
- 5.5.1** All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).
- 5.5.2** Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.
- 5.5.3** All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

STATEMENT OF WORK (CONT.)

5.5.4 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. REPORTING REQUIREMENTS:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 30 th
April, May, June	due July 30 th
July, August, September	due October 30 th
October, November, December	due January 30 th

6.2. Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. PAYMENT:

7.1. Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

STATEMENT OF WORK (CONT.)

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

- 7.2. Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

8. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

9. BUDGET AGREEMENT AMOUNT TABLE:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
Planning	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Equipment	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Training	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Exercise	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
PROJECT ACTIVITY SUBTOTAL	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Management & Admin	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
TOTAL AWARD AMOUNT	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00

10. MODIFICATIONS

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

SDGA Grant Federal Provisions

1. Applicability of Provisions.

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

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1 a non-federal entity;
 - 2.1.2.2 a non-profit organization or for-profit organization;
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.
 - 2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

SDGA Grant Federal Provisions

- 2.1.8. "Nonprofit Organization" organization, that:
 - 2.1.8.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2 Is not organized primarily for profit; and
 - 2.1.8.3 Uses net proceeds to maintain, improve, or expand the organization's operations; and
 - 2.1.8.4 Is not an IHE.
- 2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at [SAM.gov](https://sam.gov).
- 2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

SDGA Grant Federal Provisions

- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

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

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in [SAM.gov](https://sam.gov). Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at [SAM.gov](https://sam.gov) at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

SDGA Grant Federal Provisions

5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

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

SDGA Grant Federal Provisions

award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

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

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. The Recipient must report the following Subrecipient data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency no later than the end of the month following the month in which the Subaward was made:

- 8.1.1.1 Subrecipient Unique Entity ID;
- 8.1.1.2 Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.1.3 Subrecipient parent's organization Unique Entity ID;
- 8.1.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

- 8.1.2.1 Subrecipient's Unique Entity ID as registered in SAM.
- 8.1.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. Procurement Standards.

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

SDGA Grant Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and

SDGA Grant Federal Provisions

national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

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

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

- 11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in

SDGA Grant Federal Provisions

accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

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

15. Event of Default and Termination.

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

SDGA Grant Federal Provisions

- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

- 16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Engagement Letter for Arbitrage Compliance Service

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Arbitrage Compliance Services for COP 2020B

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 7/17/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/17/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/17/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

July 02, 2025



Ms. Melissa LaMonica, Chief Financial Officer
Gunnison County, Colorado ("Issuer")
200 East Virginia Avenue
Gunnison, CO 81230

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #5.00

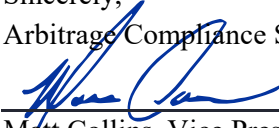
\$6,340,000.00 CERTIFICATES OF PARTICIPATION, SERIES 2020B

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule, listed on page 2, to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the complexity of the issuance and the number of years included in the computation period. Each calculation includes a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to assist the Issuer comply with the IRS arbitrage compliance requirements. If we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7538.

Sincerely,
Arbitrage Compliance Specialists, Inc.



Matt Collins, Vice President

Please acknowledge acceptance of this engagement by signing, scanning and e-mailing this letter in its entirety to Arbitrage Compliance Specialists, Inc at Matt@rebatebyacs.com.

Accepted by – Signature

Print Name, Title

Date

Bond Compliance Program Services:	Fees
05th Year Arbitrage Rebate Calculation ("Calculation Period"): 06/17/2020 to 06/17/2025	\$2,875.00
TOTAL	\$2,875.00

Arbitrage Rebate Calculation Services	
Comprehensive Arbitrage Compliance Analysis (Set-Up and Regulatory Updates)	Included
Spending Exception Calculations (Per 6-Month Report Period)	Included
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	\$295.00
Support Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. The Issuer agrees to provide all necessary information for the debt issue as listed in this engagement letter ("Debt Issuance") within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
 - a. Issuer agrees to provide all necessary Debt Issuance documents to include, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
 - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Debt Service, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
 - i. Running balance or at the least a monthly balance.
 - ii. Expenditures by date
 - iii. Earnings by date.
 - iv. Fair Market Value, if available, on the last day of the computation period.
 - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
 - vi. Fixed Investment records are to include:
 1. Settlement Date
 2. Purchase Amount
 3. Accrued interest paid on settlement date

4. Coupon Rate
 5. Maturity Date
 6. Maturity Amount
2. The Issuer agrees to notify ACS within 15 days after the Debt Issuance has been refunded or defeased.
 3. The Issuer agrees to notify ACS of all debt issuances that are supported by common funds to include, but not limited to debt service and reserve funds.

Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Service Grant Agreement; Memorandum of Agreement

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for Signature City of Gunnison Memorandum of Understanding Community grant to Gunnison Hinsdale ECC

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/31/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/31/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective as dated below, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), within thirty (30) days of execution of this agreement to be used for Gunnison Early Childhood Systems Work to accomplish the following objectives by COUNTY:

1) Engage with community to raise awareness and to develop a strategic plan.

2) Increase access to quality early childhood care and education.

3) Plan the 2025 Nurturing the Young Child Conference, which will provide 5 hours of continuing education. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish, and work closely with Western Colorado University to promote the Early Childhood Education Certificate Program in order to help build a pool of local qualified early childhood teachers in Gunnison and Hinsdale Counties.

- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2024 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2025, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which

shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,195,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,195,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.
- (b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY 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.

8. IMMIGRATION COMPLIANCE.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;

- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. 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:

CITY:	Finance Director City of Gunnison PO Box 239 201 W. Virginia Ave. Gunnison, Colorado 81230 Phone: 970-641-8070
COUNTY:	GUNNISON COUNTY Lana Athey 220 N. Spruce Street Gunnison, CO 81230 Email: lathey@gunnisoncounty.org

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.

10. TERMINATION.

Unused funds or funds used for purposes outlined as objectives in this agreement shall be returned to the City of Gunnison by the end of the year.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (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. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

13. 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 governing Gunnison, Colorado.

14. 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.

15. COUNTERPARTS: FACSIMILE 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.

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

CITY OF GUNNISON, a Colorado
home-rule municipality



ATTEST:

E. Boucher

Erica Boucher
City Clerk

By: _____

Ben Cowan
Ben Cowan
Finance Director

2/2/25

GUNNISON COUNTY

By: _____

Matthew Birnie
County Manager

(SEAL)

ATTEST:

Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

Term Begins: 8/1/2025

Term Ends:

Grant Contract #: 2026*0028 Amendment #2

Summary:

New amendment for PHEP contract to start 8/1/2025. Contract needs to be returned to CDPHE by 7/28/25 to get started with 8/1 date.

Fiscal Impact: \$32,544

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/25/2025

County Attorney Review:



Required



Not Required

Comments:

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/25/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/28/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: 2026*0028 Amendment #2

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): TBD
- 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. Name of Federal awarding agency, pass-through entity, and contact information for the awarding official of the Pass-through entity: TBD
- L. Assistance Listing number and Title; 93.069 Public Health Emergency Preparedness
- 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.

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CONTRACT AMENDMENT #2
SIGNATURE AND COVER PAGE

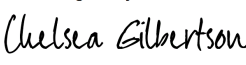
State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2025*0120
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Amendment Contract Number: 2026*0028 Amendment #2
Contract Performance Beginning Date: July 01, 2024	Current Contract Expiration Date: June 30, 2026
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	Original Contract # 2025*0120	\$47,426.00	\$0.00	\$0.00	7/1/2024-6/30/2025	\$47,426.00
Amendment #1	2025*0120 Amendment #1	\$0.00	\$0	\$0.00	9/10/2024-6/30/2025	\$0.00
Option Letter #1	2025*0120 Option Letter #1	\$0.00	\$0.00	\$0.00	7/01/2025-8/31/2025	\$0.00
Option Letter #2	2025*0120 Option Letter #2	\$2,959.00	\$0.00	\$0.00	7/1/2025-7/31/2025	\$2,959.00
Amendment #2	2026*0028 Amendment #2	\$32,544.00	\$0.00	\$0.00	8/01/2025-6/30/2026	\$32,544.00
Current Contract Maximum Cumulative Amount						\$82,929.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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
Signed by:  DF57D9FBAE8C463...	DocuSigned by:  2C13912416524B1...
By: Signature	By: Signature
Matthew Birnie	Chelsea Gilbertson
Name of Person Signing for Contractor	Name of Executive Director Delegate
County Manager	Procurement & Contracts Section
Title of Person Signing for Contractor	Title of Executive Director Delegate
2025-07-28	2025-07-29
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

73365E4A4A084BC...

By: Signature

kurt williams

Name of State Controller Delegate

controller

Title of State Controller Delegate

2025-07-31

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or August 01, 2025, whichever is later, and shall terminate on the termination of the Contract or June 30, 2026, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: To continue the project for an additional term.

5. MODIFICATIONS

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

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

Work attached to this Amendment for the following reason: To provide a Statement of Work for this Amendment.

- D. The Parties now agree to modify Exhibit C- Budget of the agreement. Exhibit C- Budget is deleted and replaced in its entirety with Exhibit C- Budget attached to this Amendment for the following reason: To provide a budget for this Amendment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK

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 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. AAR/IP- After Action Report/Improvement Plan
2. CDB- Communicable Disease Branch
3. CDEU - Communicable Disease Epidemiology Update Calls, facilitated by CDPHE which occur bi-monthly
4. CDPHE- Colorado Department of Public Health and Environment
5. CO-SHARE- Colorado State Health and Readiness Exchange
6. EpiTrax- Colorado's disease reporting and surveillance system
7. Epi- Epidemiology
8. ESF#8- Emergency Support Function 8, Public Health & Medical
9. FoodNet-A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
10. HAN- Health Alert Network
11. HCC-Health Care Coalition
12. High-Risk Disease Situation- A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
13. LPHA- Local Public Health Agency
14. MCM- Medical Countermeasures
15. MYIPP- Multi Year Integrated Preparedness Plan
16. NORS- National Outbreak Reporting System
17. OEPR- Office of Emergency Preparedness and Response
18. Priority Jurisdictional Risk- Risk identified as a priority area of concern by the jurisdiction

19. RRC- Readiness & Response Coordinator
 20. SOW- Statement of Work
 21. State Capstone Tabletop Exercise- Component of PHEP exercise series
 22. Underserved Groups- Populations facing barriers in accessing essential services and resources
-

III. Work Plan

Goal #1: Local Public Health Agencies will 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, maintain public health surveillance and epidemiological response capacity within the Jurisdiction through planning, training activities, exercises and response to real events.

Primary Activity #1 The Contractor shall update a local public health response plan.

Primary Activity #2 The Contractor shall conduct timely, complete disease investigations within their jurisdiction in order to implement appropriate disease control mitigation activities.

Sub Activity #2

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.
 2. The Contractor shall evaluate public health surveillance data to assist with prompt identification for investigation of potentially hazardous health situations.
-

Primary Activity #3 The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control mitigation activities including immediate responses to high-risk disease situations outside of normal business hours.

Primary Activity #4 The Contractor shall evaluate disease investigation metrics reports provided to them by the Communicable Disease Branch (CDB) at the Colorado Department of Public Health and Environment (CDPHE).

Primary Activity #5 The Contractor shall attend statewide Communicable Disease Epidemiology (Epi) Update calls.

Primary Activity #6 The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.

Primary Activity #7 The Contractor shall meet quarterly with the state Field Epidemiologist assigned to their jurisdiction to provide agency epidemiology updates.

Primary Activity #8 The Contractor shall respond to bi-annual communicable disease after-hour drills conducted by the CDB by one of the CDB approved methods.

Objective #2 No later than the expiration date of the Contract, improve public health emergency preparedness, response, and recovery activities within the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1 The Contractor shall update the Local Public Health Agency (LPHA) Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).

Primary Activity #2

The Contractor shall provide one of the following:

- a. The development of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
 - b. An updated All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
 - c. Participation in the jurisdictional All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
-

Primary Activity #3 The Contractor shall participate in Workforce Development Training.

Primary Activity #4 The Contractor shall complete an exercise that addresses a priority jurisdictional risk with public health impacts.

Primary Activity #5 The Contractor shall participate in the State Capstone Tabletop Exercise led by CDPHE, Office of Emergency Preparedness and Response (OEPR).

Primary Activity #6 The Contractor shall complete an After-Action Report/Improvement Plan (AAR/IP) Data Elements Document within 90 days from any event, exercise or real world, in CO-SHARE.

Primary Activity #7 The Contractor shall maintain an updated Notification list for use in epidemic emergencies.

Primary Activity #10 The Contractor shall document their Volunteer Management strategy.

Primary Activity #8 The Contractor shall respond to quarterly redundant communication drills which includes quarterly redundant 800 MHz radio communication drills conducted by CDPHE by an OEPR approved method(s).

Primary Activity #9 The Contractor shall conduct semi-annual drills to test redundant forms of communication among its response partners.

Primary Activity #10 The Contractor shall update jurisdictional Health Alert Network (HAN) policies and procedures.

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 include in the updated local public health response plans the following required components:
 - a. The identification of staff who monitor routine jurisdictional public health surveillance systems that may include
 - i. EpiTrax
 - ii. Ad-hoc response systems.
 - b. The identification of staff who are trained to conduct timely disease investigations of
 - i. Disease cases
 - ii. Disease outbreaks.
 - c. The identification of staff who can support surge activities in response to disease related events.
 - d. The identification of staff who can respond 24/7 to emergencies that threaten public health including immediate after-hours response to high-risk disease situations.
 - i. Examples of high-risk situations include but are not limited to:
 1. Performing case investigations for an immediately reportable disease/condition to offer post-exposure prophylaxis to contacts.
 2. Investigating a potential bioterrorism agent.
 3. Implementing immediate disease control measures for an outbreak.
 - e. Processes to request additional assistance during a public health disease response.
 - f. Communications procedures for notifying local partners in the event of a high-risk disease response.
3. The Contractor shall utilize the staff identified in their response plan.
4. The Contractor shall follow the processes identified in their response plan.
5. CDPHE will provide access to EpiTrax as well as other ad-hoc response systems for the contractor's disease investigation staff.
6. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including
 - a. Timely data entry
 - b. Complete data entry for required fields.
7. The Contractor shall comply with primary disease case investigation responsibilities outlined in the [CDPHE Communicable Disease Manual](#) in the [Public Health Reportable Condition Investigation Guidance](#). This document and website are incorporated and made part of the contract by reference and are available on the following website: [CDPHE.Colorado.Gov](#)
8. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual [CDPHE Communicable Disease Manual](#) in the "[Public Health Reportable Condition Investigation Guidance](#)". This document and website are incorporated and made part of the contract by reference and are available on the following website: [CDPHE.Colorado.Gov](#)
9. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance can be found in the [CDPHE Communicable](#)

EXHIBIT B

[Disease Manual](#). Outbreak guidance can be found in the [Outbreak Investigation Guidance Document](#). Guidance may evolve and be adapted for changing responses or new pathogens.

- a. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance documentation as needed.
10. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the Contractor's 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.
11. The Contractor shall complete disease investigation interviews of cases when, during the course of the interview, the Contractor learns that a case resides in a different jurisdiction. EpiTrax re-routing of the case to the proper jurisdiction is required
 - a. within 1 working day or
 - b. immediately by phone if an outbreak or other high risk disease situation is identified.
12. The Contractor shall comply with standard reporting requirements when completing outbreak report forms, including the CDC National Outbreak Reporting System (NORS) forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website CDPHE.Colorado.Gov
13. The Contractor shall comply with CDPHE requirements for outbreak reporting. Outbreak reporting requirements can be found in the Outbreak Investigation Guidance Document, the Communicable Disease Manual, and on the CDPHE website.
14. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan ([FoodNet Expansion Plan](#)) by achieving the expectations described for LPHA to have CDPHE conduct FoodNet interviews.
15. The Contractor shall complete disease case interview data entry in EpiTrax within three (3) business days. During urgent response, more timely data submission may be required.
16. The Contractor shall complete outbreak investigation data entry in EpiTrax within three (3) business days. During urgent response, a more timely data submission may be required.
17. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is 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.
18. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in EpiTrax 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.
 - a. The Contractor shall meet with CDPHE CDB if there are challenges resolving missing data issues.
19. The Contractor shall utilize staff that can be reached 24/7 to respond to a high-risk disease situation as well as after-hours drills.
20. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the contractor twice annually in October 2025, as well as February 2026.
21. The Contractor shall record disease investigation metrics reports issue resolutions in the Grant Reporting Spreadsheet.
22. The Contractor shall attend a minimum of 80% of the statewide Communicable Disease Epi Update calls (CDEU) as well as Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.

EXHIBIT B

23. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.
24. The Contractor shall document the date in which meetings with the state Field Epidemiologist took place in the Grant Reporting Spreadsheet.
25. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the contractor quarterly for the duration of the grant period.
26. CDPHE-CDB will provide the contractor with a statement of work (SOW) guidance document by August 1, 2025 via email.
27. The Contractor shall fill in all fields within the LPHA & Tribal Contact List in the Colorado State Health Readiness Exchange (CO-SHARE) a minimum of two (2) times per year or when:
 - a. Contact information changes,
 - b. Operating hours change,
 - c. Emergency Preparedness & Response (EPR) staff change,
 - d. Primary Communicable Disease staff change,
 - e. HAN Coordinator staff change.
 - f. PIO staff change
 - g. Fiscal staff change
28. The Contractor shall complete one of the following:
 - a. The Contractor shall update their existing MYIPP
 - b. The Contractor shall develop a new MYIPP
29. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by preparing a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.
30. The Contractor shall select a Workforce Development Training from the list provided by CDPHE-OEPR in COSHARE by August 1, 2025.
31. Jurisdictional Risk/Public Health Impact 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
 - e. Functional Exercise
 - f. Full Scale Exercise
32. The Contractor shall complete one of the following exercises:
 - a. The Contractor shall conduct a Public Health exercise
 - b. The Contractor shall participate in a jurisdictionally led Public Health exercise
33. CDPHE-OEPR will provide an After-Action Report/Improvement Plan Data Elements document in COSHARE by August 1, 2025.
34. CDPHE-OEPR will provide the Capstone Exercise Data Elements requirements via COSHARE by August 1, 2025.
35. The notification list for an emergency epidemic shall include at a minimum the following organizations:
 - a. General access hospitals,
 - b. Critical access hospitals,
 - c. Regional emergency medical and trauma advisory councils,
 - d. Rural health clinics,
 - e. Federally qualified health centers,

EXHIBIT B

- f. Local emergency management agencies within the jurisdiction of the local public health agency.
 - g. Healthcare Coalitions
36. CDPHE-OEPR will provide a volunteer management strategy template via COSHARE by August 1, 2025.
37. Public Health & Medical (ESF#8) considerations can include however are not limited to the [15 PHEP Capabilities](#).
38. The Contractor shall include ESF#8 collaborators, including the roles and responsibilities of the HCC RRC in any medical system response in any updates to the following:
- a. Plans,
 - b. Strategies,
 - c. Medical Countermeasures (MCM).

**Expected Results
of Activity(s)**

1. Colorado public health agencies surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated will be maintained.
2. Colorado public health agencies ability to respond to public health emergencies and related events to which a public health response is necessitated will be maintained.

**Measurement of
Expected Results**

1. Required Outbreak Documentation is complete.
 2. Disease investigations conducted by the Contractor are timely and complete.
 3. The Grant Reporting spreadsheet is complete for all deliverables.
-

Deliverables

Description	Completion Date
1. The Contractor shall submit their local Public Health Response plan to the contract monitor via CO-SHARE.	No later than September 30, 2025
2. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the contract monitor via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
3. Contractor shall submit an All-Hazards MYIPP to the contract monitor in CO-SHARE	No later than June 15, 2026
4. The Contractor shall submit proof of participation in Workforce Development Training to the contract monitor in COSHARE.	No later than June 15, 2026

EXHIBIT B

Description	Completion Date
5. The Contractor shall submit After-Action Report and Improvement Plan (AAR/IP) Data Elements to the contract monitor in CO-SHARE.	No later than 90 days from any event, exercise or real world, but no later than June 15, 2026
6. The Contractor shall submit Capstone Exercise Participation Data Elements to the Contract Monitor via CO-SHARE.	No later than June 15, 2026
7. The Contractor shall submit After Action Report/Improvement Plans to the Contract Monitor in COSHARE.	No later than 90 days after completing exercise or real-world incident
8. The Contractor shall submit their notification list to the contract monitor via COSHARE.	No later than June 15, 2026
9. The Contractor shall submit their volunteer management strategy to the contract monitor via COSHARE.	No later than June 15, 2026
10. The Contractor shall complete the Redundant Communication Google Form for the contract monitor via COSHARE.	No later than June 15, 2026
11. The Contractor shall submit their agency HAN policies & procedures to the contract monitor via COSHARE.	No later than June 15, 2026

I. 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.

II. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Public Health and 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 provisions of this contract.

FY 26 ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2026-0028 Amd #2
 Original Contract #: 2025-0120

Agency Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title Phone Email Fiscal Contract Name, Title Phone Email Date Completed	Ryan White, Deputy EM & EPR Coordinator 970-641-7690 rwhite@gunnisoncounty.org Jody Wise 970-641-7679 jwise@gunnisoncounty.org		
Budget Period	8/1/2025-6/30/2026				
Project Name	OEPR-PHEP		7/16/25		
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 week Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of \$2,084.75	\$ 39.63	\$ 10.70	468.00	\$ 21,469.69
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 3.5 hrs/week for 52 weeks Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of \$605.02	\$ 42.31	\$ 15.36	136.50	\$ 7,266.94
					\$ -
Total Personnel Services (including fringe benefits)					\$ 28,736.63
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
Supplies & Operating Expenses	Communicable Disease and EPR Operating Supplies: Office Supplies: cell phone expenses, printer paper, printer ink, pens, sticky notes, and other supplies as needed. Figured on a 12 month period Rates reduced to 75% due to reduced award amount	\$ 43.750	12	\$ 525.00	
				\$ -	
Total Supplies & Operating Expenses					\$ 525.00
Travel					
Item	Description of Item	Rate	Quantity		
Hotel	Hotel for conference(PHIR or similar), training, or exercise for EPR coordinator or PH Nurse Rates reduced to 75% due to reduced award amount	\$ 131.25	2	\$ 262.50	
Meals	Meals during travel Rates reduced to 75% due to reduced award amount	\$ 60.75	1	\$ 60.75	
				\$ -	
Total Travel					\$ 323.25
Contractural (payments to third parties or entities)					
Contractor Name	Description of Work	Rate	Quantity		
				\$ -	
Total Contractors/Consultants					\$ -
TOTAL DIRECT COSTS (TDC)					\$ 29,584.88
Less: Expenses per OMB 2CFR § 200					
Contractor in excess of \$50,000				\$ -	
SubAward in excess of \$50,000					
Rent				\$ -	
Equipment				\$ -	
Other Unallowable Expenses				\$ -	
Total Reduction Expenses					\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 29,584.88
Indirect Costs					Annual Budget
Indirect Cost	Description of Item	Percentage			Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)					\$ -
Other Indirect Calculation					
De Minimis- MTDC Rate	De Minimis- MTDC Rate Rates reduced to 75% due to reduced award amount	10%			\$ 2,958.49

Total Indirect	\$ 2,958.49
TOTAL	\$ 32,544.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Facilities Rental Agreement; Queen of all Saints C

Action Requested: Other Please Review and Approve

Parties to the Agreement: Queen of All Saints Parish & Health and Human Services

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Hopeful Location of our 2025 Crested Butte Flu Clinic- please review Rental Agreement and cost associated with rental.

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: BBURGESS@GUNNISONCOUNTY.ORG

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/29/2025

County Attorney Review:



Required



Not Required

Comments:

Agreement requires County to defend and indemnify Church, otherwise, legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

Queen of all Saints Catholic Church

401 Sopris Avenue
Crested Butte, CO 81224

Facilities Rental Agreement

Contact Name: Bradford Wneaton Group Representing: Gunnison County Health and Human Services

Address: 220 N Spruce St. Gunnison CO 81230

Home Phone: _____ Work Phone: 970-641-3244

Email: bradford.wneaton@state.co.us

Description of Event: Crested Butte 2025 Flu Clinic

Date(s) of Event: 10/9/25 FROM 1:30 p.m. UNTIL 6:30 p.m.

FROM _____ a.m./p.m. UNTIL _____ a.m./p.m.

Number of people attending Event: Crested Butte Community Age Group: 0-110

MAX HALL (upstairs) CAP: 150 MAX CLASSRM CAP: 16-24 (based on room) MAX MEETING ROOM CAP: 75

RENTAL FEES

()	Queen of All Saints Church	\$450 for 2 hours
(X)	Parish Hall - Security Deposit	\$200 refundable upon satisfactory completion of contract
(X)	Parish Hall - Upstairs	\$250 Half Day up to 4 hours - \$400 Full Day
(X)	Optional - Kitchen Security Deposit	\$250 refundable upon satisfactory completion of contract
(X)	Optional - Kitchen	\$125 Half Day up to 4 hours - \$200 Full Day
()	Optional Set-up and Takedown	\$50 tables, chairs and room partition set up only
()	Wedding & Special Event Package*	\$1,100 for 6 hours maximum
()	Decorate & set-up (prior to rehearsal)	\$75 for 3 hours / \$35 each additional hour

*Wedding & Special Event Package Includes the following:

- Church
- Parish Hall (upstairs)
- Kitchen
- Rehearsal Day (kitchen and rehearsal time/3 hours maximum, \$35 per additional hour)
- Wedding and Reception (6 hours maximum)
- A/V equipment
- Usage of tables and folding chairs.
- Please note the Wedding Package is for Facilities rental only, request Wedding Handbook for other requirements.

Please Note: Exceptions to fees are at the discretion of Father Andres. Due to the cost of building space and heating costs in the winter months, additional contributions for the use of space are thankfully received.

FACILITIES USE AGREEMENT

400 W Georgia Ave – Gunnison CO 81230

Phone: 970-641-0808 E-Mail: QASHallRental@gunnisoncatholic.org

BW The Queen of All Saints Catholic Church reserves the right to refuse rental of buildings to organizations and persons who are not in sympathy with the principles and values of the Queen of All Saints community and the Catholic Church.

BW All decorations, staging, and equipment must be broken down and removed by the Renter immediately following the event.

BW Renters who expect more than 20 people must obtain **GENERAL LIABILITY INSURANCE** of at least \$1,000,000 which Queen of All Saints Catholic Church is listed as "additional insured" party. You must provide the church office with a **Certificate of Insurance 2 weeks prior to the event date**. Doors will not be open if the office does not receive the certification.

BW In the event of a cancellation with less than 48 hours' notice or if the renter is a no-show for an event their deposit will be forfeited.

TERMS and CONDITIONS

BW **NO ALCOHOLIC BEVERAGES** on church or hall unless prior permission is given and proper permits are secured prior to the event. All local, state, and federal laws concerning alcohol use including age limits and ID requirements must be observed.

BW **NO WEAPONS OR SMOKING** permitted on church or hall property **AT ANY TIME**.

BW **NO FOOD or BEVERAGES** (water is the only exception) **in the Church**. Any damage, or replacement costs due to food or beverages will be the responsibility of the renter. Renter's please be mindful of these terms and let those attending your event know there is no food or drink allowed.

BW The kitchen is to be left clean including appliances, dishes, serving pieces and utensils.

BW ALL garbage, recyclables, helium tanks, and decorations must be removed from the building by the RENTER immediately after any function.

BW The RENTER is responsible for set-up and break-down for all tables and chairs used at functions unless they purchase additional setup and takedown services. All furniture shall be placed back in its original position unless prior arrangements have been made with the Parish Office Manager.

BW Any personal or group property left on the church premises shall be at your own risk and only with prior permission from the Parish Office Manager. Any property left on the premises without permission will be disposed of after the event.

BW ALL areas of the facility should be left as it was found. Kitchen, bathrooms, classrooms, etc.. At the conclusion of the event, the rental party must sign a completed clean-up checklist. The deposit will be refunded after inspection of the facility by the Parish Facilities Manager.

DAMAGE ASSESSMENT

BW Damage to the church property caused by the renter, any contractor, or any employee of the renter, or any person attending the event for which the church was rented, will be charged to the renter and will automatically forfeit the Security Deposit.

We have read, and agree to the terms and conditions of this agreement including any supplementary agreement(s) attached hereto: to keep and maintain the church/hall property and the good name of St. Peter's in the condition as found. To maintain the security of the premises and all equipment, furniture, fixtures, and valuables, allowing no unauthorized person(s) to enter or use church/hall property, remove any church/hall property, and will remove any property brought into the church when the rental period is over.

Approved by Queen of All Saints Catholic Church:

Applicant Signature:  Date: 7/24/25
Pastor Signature: _____ Date: _____

Clean-Up Checklist

Parish Hall – Upstairs and Downstairs:

- ☐ Tables (wiped off)
- ☐ Trash Removed (dumpster in back alley with code)
- ☐ Flooring (picked up)

Parish Hall – Kitchen

- ☐ Dishes & Utensils cleaned & put away
- ☐ Trash & recyclables removed
- ☐ Counters, appliances, sinks, stove cleaned
- ☐ Flooring (picked up)

Parish Hall – Individual Room Use:

- ☐ Tables & chairs (cleaned & put away)
- ☐ Trash Removed
- ☐ Flooring (picked up)

Restrooms:

- ☐ Condition of restrooms is acceptable

Decorations:

☐ All decorations must be taken down and removed from the facility including helium tanks. Security Deposits may be forfeited if decorations or left up after an event or damage is caused to the facility from decorations.

Trash:

☐ All food, alcohol, and recyclables must be removed from the facility after the event. Security Deposit may be forfeited if items are not removed after an event.

Door Key Issued to: _____ On: _____

Door Key Returned to Parish Office Manager on: _____

***If a key is not returned the business morning after the event
the Security Deposit may be forfeited.***

In case of an emergency please contact:

Deacon Ed Schmidt – 703 258-9211

SUPPLEMENTARY AGREEMENT

Contact Person: _____ Phone: _____

Total Due: _____

1st Payment of: _____ Received on: _____ Check Number: _____

Please make rental fees payable to: "Queen of All Saints Catholic Church". The balance of all fees is due no later than 4 weeks prior to your event.

Balance Due on: _____ (Certificate of Insurance due at this time)

Final Payment of: _____ Received on: _____ Check Number: _____

Queen of All Saints Staff Signature: _____

Renter's Signature: _____

Additional requests or comments: _____

Preferred Room Set-up (drawing required for pre-setup):

_____ Number of Rectangle Tables Needed

_____ Number of Chairs Needed

Office Use Only

Copy of Rental Agreement & Waiver Form given to Renter by: _____ Date: _____

Work Order Submitted by: _____ Date: _____

WAIVER AND RELEASE OF LIABILITY

In consideration of the permission extended to me and the group/event I represent, I agree to use the facilities owned by Queen of All Saints Catholic Church, under terms as outlined in the Facilities Rental Agreement. I, Bradford Wheaton members of the represented group, our heirs, executor(s), administrator(s), and/or assigns waive release and forever discharge any and all claims, demands and/or causes of action for damages which we may at any time have against Queen of All Saints Catholic Church, its members, pastor, agents, employees, successors, and/or assigns as a result of any and all injuries suffered by us during or as a result of our use of said facilities, including but not limited to personal injuries and property damages.

Furthermore, I shall defend, keep, save and hold harmless and indemnify Queen of All Saints Catholic Church from any and all damages and liability for anything and everything whatsoever occurring from or out of the use or occupancy by or under our use, employees, customers, or other persons and from any loss or damage arising from any default or negligence by us, or any failure on our part to comply with any of the agreements, terms, and conditions of the agreement or otherwise.

Renter's Signature:  Date: 7/24/25

Renter's Printed Name: Bradford Wheaton

Group Name (if applicable): Gunnison County Health and Human Services

Address: 220 N. Spruce St Gunnison CO 81230

Phone: 970-641-3244 Email: bradford.wheaton@state.co.us

Queen of All Saints

401 Sopris Ave, Crested Butte, CO
81224

[\(970\) 641-0808](tel:9706410808)

Invoice # 002

Date: Enter Invoice Date

Bill To

Gunnison County Health and Human Services
220 N. Spruce St. Gunnison CO 81230
970-641-3244

Item Description	Amount
Parish Hall- Upstairs- Full Day (1:30pm-6:30pm)	\$400.00
Kitchen- Full Day (1:30pm-6:30pm)	\$200.00

Subtotal	\$600.00
Tax Rate	
Other Costs	
Total Cost	\$600.00

Make all checks payable to: Queen of All Saints

Queen of All Saints 400 W Georgia Ave – Gunnison CO 81230
400 W Georgia Ave – Gunnison CO 81230

Queen of All Saints

401 Sopris Ave, Crested Butte, CO
81224

[\(970\) 641-0808](tel:9706410808)

Invoice # 003

Security Deposit- Refundable

Bill To

Gunnison County Health and Human Services
220 N. Spruce St. Gunnison CO 81230
970-641-3244

Item Description	Amount
Parish Hall- Upstairs- Full Day	\$200.00
Kitchen- Full Day	\$250.00

Subtotal	\$450.00
Tax Rate	
Other Costs	
Total Cost	\$450.00

Make all checks payable to: Queen of All Saints

Queen of All Saints 400 W Georgia Ave – Gunnison CO 81230
400 W Georgia Ave – Gunnison CO 81230

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Robert Whiting; J

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Robert Whiting

Term Begins: 9/1/25

Term Ends:

Grant Contract #:

Summary:

contract for drivers education and behind the wheel.

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: 7/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of September 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 Robert Whiting whose address is 56 Willow Trail, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding classroom drivers education and behind the wheel.

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 August 30th, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality services to youth strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty thousand and eight hundred and No/100 U. S. Dollars (\$50,800). 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.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of 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 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: Robert Whiting
56 Willow Trail
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

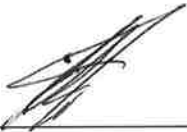
By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By:  7/28/25

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Perinatal Care Quality Collaborative (CPCQC)

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Health and Human Services would like to contract with CPCQC to implement the Impact BH project in Gunnison County to improve behavioral health among perinatal women.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@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 7/18/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/18/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made between Colorado Perinatal Care Quality Collaborative (CPCQC), a Colorado nonprofit corporation, ("Organization"), and Gunnison County ("Contractor").

Organization desires to contract with Contractor for the services set forth herein and Contractor desires to perform such services. The Organization has received notification of a grant through the Department of Health and Human Services (Contract 22IHJA 171516) to fund these services and is such subject to federal provisions as outlined in *Exhibit B*. In the unlikely event that this grant from the Department of Health and Human Services is not executed, this contractor agreement will be null and void. In consideration of the terms and conditions of this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Organization hereby engages Contractor to perform the services ("Services") described in *Exhibit A*, Statement of Work, attached hereto and made a part of this Agreement ("Statement of Work").
2. Term. This Agreement will begin on the Commencement Date set forth in the Statement of Work and automatically terminate upon the Termination Date as stated in the Statement of Work ("Term"), unless extended by the parties in writing or terminated earlier under Paragraph 13 hereunder.
3. Payment. Organization will pay Contractor the fees for Services shown in the Statement of Work ("Fees") and detailed in *Exhibit C, Annual Budget*, attached hereto and made a part of this Agreement. Contractor shall be responsible for all expenses incurred in performing Projects under this Agreement, including Contractor's travel and out-of-pocket expenses, unless otherwise approved by Organization in writing or as set forth in the Statement of Work. Unless otherwise provided in the Statement of Work, all fees and expenses are payable within thirty (30) days of Organization's receipt of an invoice from Contractor. Invoices are due by the 10th of each month for the month prior. Invoices must be approved by CPCQC prior to payment.
4. Contractor. Contractor is independent and not an employee of Organization. As a contractor, Contractor or any employees or contractors of Contractor are not entitled to employee benefits offered by Organization to its employees. Contractor is not entitled to workers' compensation or unemployment compensation benefits under the Organization. Contractor shall be personally responsible to pay all required state and federal taxes, including social security tax (FICA), self-employment tax, unemployment insurance taxes, and all other taxes, fees, and withholdings, on any payments made to Contractor pursuant to this Agreement. Contractor's



business and operations are separate and distinct from Organization's and shall remain so. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship between the parties.

5. Ownership of Intellectual Property. All deliverables created or discovered through the performance of this Agreement by Contractor (the "Deliverables") are created for Organization and belong solely to Organization. Under copyright law, the Deliverables are a "work made for hire" and Organization has the right to copyright the Deliverables. Contractor assigns all of Contractor's rights in the Deliverables (now owned or hereafter acquired) completely to Organization, everywhere and forever. Contractor reserves no rights to the Deliverables, agrees to keep the Deliverables completely confidential and will not disclose or use any of the Deliverables without the prior written consent of Organization or as legally required. Notwithstanding the above, Contractor shall at all times possess the exclusive right, title, ownership, and interest in and to all of its methodologies and tools used by Contractor other than the Deliverables, such as questionnaires, forms, assessment tools and so forth (collectively, "Pre-Existing Technology"), and Organization has no ownership in such Pre-Existing Technology. Contractor hereby grants to Organization a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully paid and royalty-free license to all Pre-Existing Technology incorporated in, or necessary to practice, any Work Product, and to make, use, sell, reproduce, create derivative works of, distribute, perform and display such Pre-Existing Technology and other rights, in any form and for any purpose.

6. Publicity. Contractor agrees not to use Organization's name for any purposes whatsoever, including, but not limited to, advertising or promotional purposes, without the prior written consent of Organization.

7. Confidentiality.

A. Contractor acknowledges that in the performance of the Services, Contractor may have access to information that is confidential to, or a trade secret of, Organization (collectively, "Confidential Information" as defined in Section 7(B) below).

B. For the purposes of this Agreement, "Confidential Information" means all information, data, knowledge, and know-how relating, directly or indirectly, to Organization, including, without limitation: (i) any proprietary information or trade secrets; (ii) any business or financial information; (iii) any grantee information, grantee lists, grantee or contacts, or supplier/vendor lists; (v) any contracts, agreements, or leases; (vi) ideas, inventions, technology, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, manuals, projects, or plans; (vii) data and analyses thereof; (viii) any proposals, strategies, concepts, analyses, surveys, ideas, or research; (ix) any other non-public information generated by Organization; and (x) confidential information of any kind in possession of Organization, whether developed for or by Organization, received from a third party in confidence, or belonging to others and licensed or disclosed to the Company in confidence for



use in any aspect of its business. The list set forth above is not intended by Organization to be a comprehensive list of Confidential Information.

C. Contractor agrees not to disclose any such Confidential Information, regardless of the form or format in which, or means by which, Contractor becomes aware of such Confidential Information, to any third party without the specific authorization of Organization or as legally required.

D. Contractor agrees that it is responsible for enforcing this Section 7 as to itself, and if applicable, Contractor's employees, representatives, and subcontractors. Among other things, Contractor shall take adequate steps to ensure that any employees, representatives, or subcontractors utilized by Contractor agree not to use or disclose the Organization's Confidential Information, except insofar as necessary to advance the best interests of the Organization.

9. Insurance. Contractor represents that it carries, and during the term of this Agreement will continue to carry, Worker's Compensation Insurance and commercial general liability insurance as they apply to Contractor in its performance under this Agreement, which may include cyber insurance, automobile insurance, professional liability insurance if professional services are part of the Services, and such other insurance as meets the highest standards of Contractor's business and that is sufficient to cover Contractor's potential liabilities under this Agreement. Contractor shall furnish proof of any form of insurance to the Organization upon execution of this Agreement. Contractor will provide the Organization with 30 days of advance written notice of the cancellation of, or a material change to, any insurance required by this Section.

10. Subcontracting. Contractor shall not subcontract the performance of any of its duties or obligations under this Agreement to any person or party without the prior written consent of Organization. Contractor shall be responsible and liable for the acts and omissions of each of its subcontractors to the same extent as if such acts or omissions were by Contractor and shall be responsible for all fees and expenses payable to any subcontractor.

11. No Political Activities. In performing this Agreement, Contractor will not use any portion of the Fees to: (1) carry on propaganda, or otherwise attempt to influence legislation, or (2) participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Contractor agrees that if, in the sole judgment of Organization, Contractor has failed to adequately adhere to Organization's prohibition against such activities, Organization may immediately terminate this Agreement and Contractor shall reimburse Organization the amounts Contractor expended on such prohibited activities.

12. Representations and Warranties.



A. *Compliance With Laws.* Contractor represents and warrants that it will perform its obligations in a professional and diligent manner in accordance with all applicable laws and regulations.

B. *Authority.* Contractor represents and warrants to Organization that: Contractor has the full power, authority, and legal right to make and perform this Agreement and that this Agreement is a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

C. *Work Product.* Contractor represents and warrants that the Deliverables provided to Organization by Contractor will be Contractor's original work (except for material in the public domain or as to which permission has been obtained); all right, title and interest in and to all Deliverables and any Pre-Existing Technology, as applicable, is fully assignable or licensable to Contractor; neither the Deliverables, the Pre-Existing Technology, nor any element thereof infringes or misappropriates the intellectual property rights of any third party.

13. Termination. This Agreement may be terminated prior to the Termination Date as set forth on *Exhibit A* as follows:

A. By Organization upon 30 days' prior written notice to Contractor.

B. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

C. Organization may immediately terminate this Agreement at any time if it determines that continuation of the Agreement could jeopardize its status as an organization described in Section 501(c)(3) of the Internal Revenue Code.

D. This Agreement will terminate automatically upon the bankruptcy or insolvency of either party.

14. Duties upon Termination.

A. The obligations of the parties under Paragraphs 5, 7, 8, 12, 14, and 15 -18, inclusive, shall survive termination of this Agreement, as shall all provisions which, by their terms, shall survive termination of this Agreement. If Contractor's services are terminated, postponed, or revised for any reason, Contractor shall be paid for that portion of the work completed at the time of notice of such action. Upon termination, Contractor must return any portion of the Fee advanced to Contractor and for which work has not been completed at the time of termination of this Agreement.



B. Contractor agrees that, upon the termination of this Agreement, and at any other time upon request of Organization, Contractor will return to Organization any and all property, documents, and files (including all recorded media, such as papers, computer disks, drives and other data storage devices, electronic files, electronic data, copies, photographs, and maps) that contain Confidential Information or relate in any way to Organization or its business. Contractor agrees, to the extent Contractor possesses any files, data, or information relating in any way to Organization or its business on any personal computer or other device or account, Contractor will return to Organization and then delete those files, data, or information (and will retain no copies in any form). Contractor also will return all other Organization property in any form prior to the last date of performing Services under this Agreement.

15. Dispute Resolution. The parties agree to submit any dispute, claim or controversy arising from or related to this Agreement to non-binding mediation before a neutral third party mediator in Denver, Colorado, except any disputes, claims or controversies arising from the default or breach, or alleged default or breach, of Sections 5 and 7 (which such disputes, claims or controversies may be litigated or arbitrated as determined by Organization). If the parties cannot agree on the selection of a mediator within thirty (30) days after the request by either party, then either party may apply to the presiding judge of the Denver District Court to appoint a mediator. The parties agree that mediation must be initiated within three (3) months after the date of discovery of the claimed breach or other issue by delivering a written demand to the other party with notice of all claims. In the event that the dispute, claim or controversy is not resolved during mediation, the parties may take action as permitted under law or equity.

16. Injunctive Relief. Notwithstanding Section 15, Contractor acknowledges and agrees that a breach of Section 7 of this Agreement by Contractor will result in immediate and irreparable harm, the damages for which will be difficult to ascertain. In the event of a breach of any of the covenants in this Agreement, it is understood that Organization may petition a court of law or equity for injunctive relief in addition to any other relief which it may have under the law or under this Agreement. It is hereby further agreed that Section 7 are separate from and independent of the remainder of this Agreement and that this provision is specifically enforceable by Organization notwithstanding any claim made by Contractor against the Organization.

17. Maintenance of Records. Contractor shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Contractor's industry.

18. Miscellaneous.

A. *Entire Agreement.* This Agreement contains the entire Agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. Contractor expressly



acknowledges that there have been no representations by Organization regarding future agreements or engagements with Contractor.

B. *Governing Law.* This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Except as set forth in Section 15, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Denver District Court or the United States District Court for the District of Colorado, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement.

C. *Attorneys' Fees and Costs.* In the event of a breach of this Agreement by either party, the prevailing party shall be entitled to recover from the other party, the prevailing party's reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement.

D. *Amendment.* This Agreement may be amended only in writing signed by both parties.

E. *No Assignment.* The rights and obligations of Contractor under this Agreement are personal to Contractor and shall not be assigned or transferred to any other person, firm, or corporation without the prior, written consent of Organization.

F. *Provisions under Federal Awards.* See *Exhibit B* for contract provisions, as applicable.

G. *Notices.* Any notices provided for or concerning this Agreement shall be in writing and be deemed effective upon receipt at the following addresses:

To Organization:

Colorado Perinatal Care Quality Collaborative
820 S Monaco Pkwy. 4-B #161
Denver, CO 80224
Attn: Rebecca Alderfer, CEO

To Contractor:

Gunnison County
Gunnison County Health and Human Services
200 E. Virginia Ave
Gunnison, CO 81230
Attn: Matthew Birnie, Gunnison County Manager



H. *Waiver*. The waiver by one party of a breach of any of the provisions of this Agreement by the other party does not operate as and may not be construed as a waiver of any subsequent breach of the same or any other provision by the other party.

I. *Severability*. If any provision of this Agreement is held illegal, invalid, or unenforceable, such holding shall not affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable, such provision shall be limited so as to give effect to the intent of the Parties to the fullest extent permitted by applicable law.

J. *Counterparts*. This Agreement may be executed in two or more counterparts, all of which, in the aggregate, are one and the same instrument. Digital signatures and signatures transmitted by .pdf shall count as original signatures.

Attachments

Exhibit A – Statement of Work

Exhibit B – Federal Contract Provisions

Exhibit C – Annual Budget

Exhibit D – Sample Cost Reimbursable Invoice

[Signature page to follow]



IN WITNESS WHEREOF, Organization and Contractor each has caused this Independent Contractor Agreement to be signed by its duly authorized representative as of the day and year first above written.

Organization

Colorado Perinatal Care Quality Collaborative
UEI: JAHED3GM2VN1

By: Rebecca Alderfer

Title: Chief Executive Officer
Date: _____

CONTRACTOR

Gunnison County
UEI: NSN9FAGKEDJ9

By: Matthew Birnie



Title: Gunnison County Manager
Date: 7/25/25



Exhibit A STATEMENT OF WORK

This Statement of Work (SOW) is incorporated into the contract between Colorado Perinatal Care Quality Collaborative ("CPCQC") and Gunnison County Health and Human Services, having an administrative office at 220 N. Spruce St, Gunnison CO 81230 (the "Contractor"); under which the contractor shall perform the detailed work as outlined below.

1. Project Overview

- A. Contractor will provide perinatal navigation services, as outlined in the IMPACT BH model
- B. Term of the project is July 1, 2025 – June 30, 2026.

2. General Requirements

- A. As noted in the contractor agreement, the contractor shall perform all work in accordance with applicable federal and state rules and regulations
- B. Contractor shall work closely and collaboratively with CPCQC to discuss suggestions, address issues as they occur, and incorporate suggestions and/or guidance
- C. Contractor shall coordinate and prioritize all work to ensure that all deliverables and deadlines are met
- D. The total budget \$110,000 for this engagement is a ceiling and not a floor. Organization will only pay for services actually provided and costs actually incurred. Detailed budget (See Exhibit C) must be approved by CPCQC, and modifications to the budget must be pre-approved by CPCQC.

3. Project Background

- A. Nationally and in Colorado, suicide and accidental overdose are leading causes of maternal mortality during pregnancy and through the first year postpartum, with birthing individuals facing the highest risk of maternal mortality during the first 12 months postpartum, and substance use driving the majority of child removals in the first year postpartum. As such, CPCQC is working to bridge gaps in perinatal behavioral healthcare for pregnant and postpartum people and their children through the implementation of the IMPACT (IMprove Perinatal Access, Coordination, and Treatment) Behavioral Health (BH) Program, a perinatal behavioral health framework and associated set of coordinated, cross-sector behavioral health services, supports, and community and medical information-sharing systems and/or practices to provide well-



coordinated and informed care.

Strategies will include services such as inpatient Medication for Opioid Use Disorder programs, standardized SBIRT with screening protocols in inpatient and outpatient facilities, and care navigation for pregnant and postpartum people. Care navigation may be conducted by professionals in the health care setting or community organizations and includes activities (driven by individual needs) such as coordinating care throughout the perinatal time period and across sectors, optimizing treatment attendance, supporting treatment engagement by assisting patients with things like locating and discussing resources, identifying barriers to accessing treatment, and improving awareness of and access to wrap-around supports. Those eligible for services are individuals who are pregnant, have been recently pregnant (within 12 months), and their families.

4. Project Requirements and Service Provision

A. A written project plan is due 30 days after the contract is executed

B. Service Provision

i. Provide perinatal navigation services to families in Gunnison County via the Health and Human Services (HHS) programs

- Partner with CPCQC to identify Gunnison County staff (home visitors, navigators, doulas, etc.) training needs to enhance perinatal behavioral health services; send relevant staff to at least two trainings during the grant period
- Assess perinatal mental health and substance use needs for uninsured, underinsured, and/or Medicaid-eligible families in Gunnison County
- Based on perinatal needs assessment; develop strategy to integrate perinatal behavioral health priorities into Gunnison County's family, mental health, and substance use program offerings
- Provide perinatal mental health and substance use navigation services to HHS-eligible families through IMPACT BH grant; increase # of perinatal families served through navigation throughout grant period
- Explore other sustainable funding sources to continue serving perinatal families in Gunnison County

ii. Provide community lead services to strengthen coordination, communication, and trust across Gunnison County

- Partner with CPCQC to lead local convenings in Gunnison County to advance



local perinatal mental health and substance use goals

- Partner with CPCQC to promote communication, coordination, and trust across the local perinatal behavioral health continuum of care
- Assess local service delivery gaps, strengths, and opportunities throughout Community Lead efforts; communicate findings to CPCQC
- Assess local interest and capacity to launch a local Perinatal Continuum of Care (PCOC) working group. Provide interest, lead planning, implementation, and facilitation of local PCOC. Help establish PCOC plan for working group sustainability and continued implementation beyond grant period

iii. Assess impact of services provided through IMPACT BH grant

- Conduct surveys to measure changes in knowledge, attitudes and behaviors around perinatal behavioral health services provided in Gunnison County
- Assess the impact of perinatal navigation services. Provide CPCQC with a monthly report on the # and types of perinatal behavioral health referrals made

5. Deliverables and Timeline

A. Contractor will participate in monthly meetings with the IMPACT BH project team to contribute to provide updates on project activities

B. Progress reports: Contractor will submit quarterly progress reports to the CPCQC project lead by the 10th following each quarter using the provided template to include documentation of milestones, risks, issues, and other standard project management performance indicator

C. Evaluation: Gather and summarize relevant data to be utilized in assessing progress towards the IMPACT BH Evaluation Plan (i.e. quarterly and annual reporting). Participate in any additional data collection and reflection activities to identify key learnings and outcome measures, and support dissemination for the evaluation process.

D. Sustainability: Contractor will identify sustainability strategies and develop a sustainability plan to ensure continuity of supports beyond the project period. Participate in any additional sustainability conversations or activities.

E. Strategic connections: Create linkages with other initiatives and organizations in the state with potential alignment to IMPACT BH and CPCQC

F. Invoices: Invoices are due by the 10th of the month for the prior month.

6. Post Award Administration

A. Final invoices and reports are due 10 days following the grant period.



B. Additional SOWs may be executed based on funding availability and execution of deliverables in current SOW.

7. Other

Please indicate acceptance of this Statement of Work by having a duly authorized official sign this document.

[Signature page to follow]



ACCEPTED FOR:

COLORADO PERINATAL CARE QUALITY COLLABORATIVE

Rebecca Alderfer, MPP
Chief Executive Officer

DATE: _____

GUNNISON COUNTY



Name: Matthew Birnie
Title: Gunnison County Manager

DATE: 7/25/25



Exhibit B
FEDERAL CONTRACT PROVISIONS

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

All applicable provisions provided below are hereby incorporated by reference into the contract to which this Exhibit is attached (the "Agreement") and by entering into this Agreement, Contractor certifies the following:

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

Pursuant to Rule (A) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as reference in Rule (A) above.

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

Pursuant to Rule (B) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (B) above.

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

Pursuant to Rule (C) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.



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

Pursuant to Rule (D) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
(2 C.F.R. § 200.321)

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic Preferences
(§ 200.322)

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States.



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

Record Retention (2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

IMPACT
BEHAVIORAL HEALTH
ANNUAL BUDGET

Organization Name	Gunnison County Health & Human Services
Budget Period	07/01/2025-06/30/2026
Program Name	Gunnison County Perinatal Behavioral Health Project

Program Contact Name, Title	Margaret Wacker, Community Health Manager
Phone	970-641-7913
Email	mwacker@gunnisoncounty.org
Fiscal Contract Name, Title	Jody Wise
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	7/18/25

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

EXPENDITURE CATEGORIES

Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
Clinical Services Manager	Assists Community Health Manager in coordination of workgroup and outreach to clinical partners. Manages PAT	\$ 106,416.00	\$ 29,112.00	3%	\$ 3,388.20
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested
Community Health Manager	Overall project management, coordination of workgroup, grant reporting, manages Health Navigators.	\$ 54.27	\$ 17.30	104.00	\$ 7,443.28
Parents as Teachers Coordinator	Provides Parents as Teachers and navigation services to perinatal clients.	\$ 31.07	\$ 9.30	760.00	\$ 30,681.20
Health Navigators	Provides Health Navigation services to perinatal Spanish	\$ 34.99	\$ 13.99	468.00	\$ 22,922.64
Harm Reduction Nurse	Provides harm reduction substance use services to perinatal	\$ 45.29	\$ 11.90	312.00	\$ 17,843.28
					\$ -
Total Personnel Service (including fringe benefits)					\$ 82,279.00
Contractors/Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested	
GVH Doulas and Mama's Café	Support Sessions for women in perinatal period	\$ 100.00	50	\$ 5,000.00	
Louise Perry	Perinatal behavioral health support and navigation sessions	\$ 100.00	50	\$ 5,000.00	
Trainer on Perinatal Behavioral Health	Training for community stakeholders on perinatal behavioral health	\$ 500.00	4	\$ 2,000.00	
Total Contractors/Consultants					\$ 12,000.00

Travel				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested
Mileage	Mileage for perinatal behavioral health trainings	\$ 0.700	401	\$ 280.70
Lodging	Lodging for travel related to perinatal behavioral health trainings	\$ 140.00	2	\$ 280.00
				\$ -
Total Travel				\$ 561.00
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested
Training Materials	Training materials (e.g., manuals, books, handouts, web courses, fidelity monitoring assessments and documents)	\$ 1,000.00	1	\$ 1,000.00
Copying	Paper copies for meetings	\$ 0.08	500	\$ 40.00
Operating Supplies	Paper, pens, and other operating supplies \$10/month	\$ 10.00	12	\$ 120.00
Stipends for Workgroup	Annual stipend for a year of participation in Continuum of Care work group	\$ 500.00	2	\$ 1,000.00
Computer Costs	Annual cost for use of Gunnison County laptop, phone, fax, etc is estimated at	\$ 250.00	12	\$ 3,000.00
Total Supplies & Operating Expenses				\$ 5,160.00
TOTAL DIRECT COSTS (TDC)				\$ 100,000.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
		Rent		\$ -
		Equipment (over \$5,000)		\$ -
		Other Unallowable Expenses		\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 100,000.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested	
10% De Minimis Rate		10%	\$ 10,000.00	
Total Indirect				\$ 10,000.00
TOTAL				\$ 110,000.00



MONTHLY INVOICE

Organization Name: Partner Organization NameDate: 8/10/2025Organization Address: Partner Organization AddressInvoice Prepared by: Jane Doe, CFOContract: IMPACT BH FY26Reimbursement Period: 7/1/2025 -7/31/2025Submit to ACCOUNTING@CPCQC.ORG & ABORAL@CPCQC.ORG by 10th of month

Service Delivery				
Service Provider	Type of Service Provided	Rate	Quantity	Amount
Perinatal Navigators	Provide perinatal navigation services to 25 families in Garfield County	\$ 40.00	80	\$ 3,200.00
Program Manager	Provide supervision and support to perinatal navigators	\$ 50.00	25	\$ 1,250.00
Total Service Delivery				\$ 4,450.00
Travel				
Employee Name	Description	Rate	Quantity	Amount
Perinatal Navigators	Round trip mileage for 2 community partner meetings in Garfield Counties; round trip mileage from Garfield > Denver for training	\$ 0.700	320	\$ 224.00
Perinatal Navigators	Flate rate - 2 night stay in Denver for Postpartum Support International 2-day Components of Care Training for 2 perinatal navigators	\$ 199.00	4	\$ 796.00
Perinatal Navigators	Taxes - 2 night stay in Denver for Postpartum Support International 2-day Components of Care Training for 2 perinatal navigators	\$ 35.00	4	\$ 140.00
Total Travel				\$ 1,160.00
Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Amount
Program Materials	Printed handouts for perinatal behavioral health resources	\$ 1.50	50	\$ 75.00
PSI Training	Postpartum Support International 2-day Components of Care Training Registration for 2 perinatal navigators	\$ 340.00	2	\$ 680.00
Total Supplies & Operating Expenses				\$ 755.00
TOTAL DIRECT COSTS (TDC)				\$ 6,365.00
Indirect Costs				
Indirect Cost	Description of Item	Percentage	Total Amount Requested	
15% De Minimis Rate		15%	\$ 954.75	
Total Indirect				\$ 954.75
TOTAL EXPENSES				\$ 7,319.75

Total Budget	\$ 100,000.00
Current invoice	7,319.75
Prior invoices	
Amount remain	\$ 92,680.25

Authorized Signature: Jane Doe signatureDate: 8/10/2025

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between partners in su

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement was updated to include one phrase related to funding "if available".

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhaligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 7/14/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/16/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/16/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project

Background: Cheatgrass invasion risk has risen in priority in the Gunnison Basin. The partners recognize the importance of mapping, treating, and restoring cheatgrass-infested areas as essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome.

Purpose: The purpose of this MOU is to establish a collaborative partnership between Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies (Bird Conservancy), United States Fish and Wildlife Service (USFWS), and Gunnison County (“the partners”) to map priority locations for cheatgrass removal (“the project”). The project is described in the Statement of Work - Attachment A below.

Terms and Conditions

- ***Scope of Partnership:***
 - The partnership will include the development of a map/maps that determine strategic locations for relatively efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analyses within a systematic conservation planning framework. The prioritization map(s) will be leveraged by Gunnison County’s cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Prior work on assembling data layers and soliciting priorities from stakeholders to inform analyses has been completed to date. This MOU will enable us to complete the work outlined in the original agreement and contained within the Scope of Work (Appendix A).
- ***Roles and Responsibilities:***
 - Bird Conservancy is responsible for identifying local priorities, gathering community feedback, and incorporating these insights into a systematic conservation planning framework. This framework will enable the mapping of strategic locations (prioritization) for efficient, cost-effective cheatgrass treatment and restoration efforts given local priorities and constraints. Bird Conservancy will also lead planning meetings with the cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of the prioritization
 - The USFWS will act as the primary point of contact for Bird Conservancy and facilitate communication among the partners, the cheatgrass coordinator, and the cheatgrass strike team. USFWS will be responsible for approving deliverables completed by Bird Conservancy and submitted to Gunnison County for payment
 - Gunnison County will approve and release payment to Bird Conservancy upon satisfactory completion of deliverables.

Contribution:

- USFWS will contribute \$40,339 in funding, if available, (from existing grant CFDA # 15.657) to support stakeholder coordination, compile essential data layers and products, and develop the final prioritization map(s).

- Bird Conservancy will develop prioritization map(s) that incorporate information about partner priorities, including Gunnison sage-grouse, land ownership status, fire threat, and other relevant information as determined by local priorities.
- Gunnison County will distribute payment upon satisfactory completion of project deliverables, and will assist Bird Conservancy in gaining access to Gunnison County mapping data/products that will be used in the spatial prioritization.

Duration:

The initial term of this MOU is two years (expiring July 31, 2027), with provisions for renewal upon mutual agreement

Amendments:

Amendments to this MOU may be made with the written consent of all partners.

Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies

Signature: _____

Date: _____

U.S. Fish and Wildlife Service

Signature: _____

Date: _____

Gunnison County

Signature: _____

Date: _____

Appendix A

Project Narrative and Scope of Work

Project title: Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022
(Cheatgrass Portion)

Statement of need: Cheatgrass has risen in priority risk in the Basin: mapping, treating, and restoring is essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome. Accurate maps that identify where an invasive species occurs is the first step in taking management action. Thus, funding will support extensive efforts to map, at high spatial resolution (0.5 m), cheatgrass invasion within the Basin, as well as sagebrush, perennial grass bare ground, and conifer cover. The cheatgrass map deliverable will be analyzed by Bird Conservancy of the Rockies (BCR) to determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analysis. The prioritization map will be leveraged by Gunnison County's cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Funding will also support the success of the cheatgrass coordinator position to begin on-the-ground efforts, prioritizing private land treatments in proximity to federal lands being treated simultaneously. The BLM, USFS, NRCS, and CPW will provide technical assistance to the coordinator so that cross-boundary treatments are conducted to meaningfully target, treat, and restore at-risk and rangeland/converted sagebrush. Monitoring

and research of the efforts will be further supported by our partnership with Western Colorado University through graduate student research, and community and non-profit technical assistance will further improve the collaborative engagement of the project.

Collectively, our project outcomes will protect and enhance existing, intact sagebrush and restore wet meadows, two critical habitats for the federally threatened Gunnison Sage-grouse and sagebrush-obligated and associated species. Collaborative, cross-jurisdictional partnerships will leverage the USFWS' investment to deliver a strategic approach of restoration and invasive annual grass treatment across private, federal, and tribal land in the Basin. Monitoring efforts will evaluate the return on investment and help guide approaches to replicate successes in other occupied areas for the Gunnison Sage-grouse. This proactive, strategic approach will prevent further invasion of cheatgrass before detrimental habitat conversion can occur and will serve to further bolster collaborative, locally led conservation initiatives.

Project objectives:

Goal 1: (Completed) *Determine cheatgrass prevalence and location within the Basin.*

Contract Open Range Consulting to deliver high-resolution (0.5 m) raster of cheatgrass, sagebrush, perennial grass, bare ground, and conifer cover that will inform spatial prioritization/decision-support maps.

Goal 2: (Ongoing; this MOU) *Prioritize areas for herbicide treatment to ensure the best return on investment.* In Fall 2023, BCR identified local priorities with partners (ex:

Gunnison Sage-grouse active leks, big game winter range, sagebrush-obligate songbird abundance, % sagebrush cover, % perennial grass cover, recreation access, sensitive waterways, etc.). Output will be a list of covariates used in the systematic conservation planning framework, provided to USFWS by July 31, 2027. BCR will utilize stakeholder-driven priorities to develop a decision-support map using systematic conservation planning tools and software. Output will be maps of treatment areas that maximize stakeholder priorities while minimizing treatment cost.

Goal 3: (Outside the scope of this MOU) *Implement cheatgrass treatments.* Hosted multiple planning meetings in spring 2024 with cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of BCR prioritization modeling and create phased approach for herbicide treatment through a Gunnison Basin Cheatgrass Treatment Plan. Conduct cross-jurisdictional herbicide treatment of cheatgrass through a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. Funding for chemical, cheatgrass coordinator, and strike teams will support the estimated treatment of up to 1,000 acres with the potential for the chemical to support further efforts. These early planning efforts will support even more acreage treated, well into the future, beyond the duration of this funding.

Goal 4: (Outside the scope of this MOU) *Share success with partners to replicate outcomes in new geographies and research and collaborate to improve efforts.* Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county

governments on weed treatment and road maintenance schedules to form an integrated approach.

Expected deliverables: Open Range Consulting has delivered a high resolution map of land cover types within the Gunnison Basin, most importantly a 0.5m resolution map of cheatgrass presence. Bird Conservancy of the Rockies will be contracted to take the Open Range Consulting map and further develop a prioritization map with overlain information about Gunnison sage-grouse, land ownership status, fire threat, and other relevant information. The cheatgrass coordinator will receive funding to develop a three-year treatment plan that will include follow-up for a spatially randomized sampling design and will complement UGRWCD efforts to collect and assess vegetation community response over three years post-restoration. This will enable effectiveness monitoring of project outcomes and their ability to meet management objectives.

Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project

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Amendments:

Amendments to this MOU may be made with the written consent of all partners.

Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies

Signature: _____

Date: _____

U.S. Fish and Wildlife Service

Signature: _____

Date: _____

Gunnison County

Signature: 

Date: 6/3/25

Appendix A

Project Narrative and Scope of Work

Project title: Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022
(Cheatgrass Portion)

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Concession, Lease, and Operating Agreement for a N

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Avis Rent A Car Systems, LLC

Term Begins: 06/01/2025

Term Ends:

Grant Contract #:

Summary:

New operating agreement with Avis Rent A Car systems to operate an on-airport rental car concession at the airport

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/31/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

**Concession, Lease, and Operating Agreement
for a Non-Exclusive
On-Airport Automobile Rental Concession at
Gunnison-Crested Butte Regional Airport
between the
County of Gunnison and
Avis Rent A Car Systems, LLC
June 1, 2025**

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EXHIBIT D CIVIL RIGHTS

EXHIBIT E STANDARD TERMS AND CONDITIONS

EXHIBIT F ACDBE QUARTERLY REPORTING FORM

EXHIBIT G CONCESSIONAIRE OPERATING AREA MAINTENANCE RESPONSIBILITIES

EXHIBIT H INSURANCE REQUIREMENTS

CONCESSION, LEASE, AND OPERATING AGREEMENT FOR A NON-EXCLUSIVE ON-AIRPORT AUTOMOBILE RENTAL CONCESSION

This CONCESSION, LEASE, AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of the Effective Date _____ by and between the COUNTY of GUNNISON (“County”) and Avis Rent A Car System, LLC, a Delaware limited liability company and automobile rental car company (“Concessionaire”), authorized to conduct business in the State of Colorado under the following brand or trade name(s) AVIS (“Brand Name”).

RECITALS

WHEREAS, the County operates the airport situated in Gunnison County, Colorado, known as Gunnison-Crested Butte Regional Airport, located at 519 Rio Grande Ave, Gunnison, Colorado 81230 (“Airport”); and

WHEREAS, on-airport automobile rental services at the Airport are necessary for the proper accommodation of customers arriving at and departing from the airline passenger terminal at the Airport; and

WHEREAS, the County wishes to grant rights to operate automobile rental businesses at the Airport (“Automobile Rental Concession”) from qualified automobile rental service providers for the right to operate such businesses; and

WHEREAS, the County wishes to award, and Concessionaire wishes to accept a non-exclusive Automobile Rental Concession under the terms hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants in this Agreement, County does hereby award to Concessionaire and Concessionaire does hereby accept from County certain rights and privileges on and in connection with the Airport, along with the obligations described herein, and County and Concessionaire do furthermore agree to the following:

ARTICLE 1. DEFINITIONS

Unless the context shall clearly indicate otherwise, the terms defined in this Article shall, for all purposes of this Agreement, have the following meanings. The following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined below.

1.1 Agreement Year shall mean each twelve (12) month period during the Term of the Agreement beginning on June 1, 2025 and any anniversary thereof during the Term.

1.2 Airport Concession Disadvantaged Business Enterprise (ACDBE) shall mean a business, whether it is a corporation, sole proprietorship, partnership, or joint venture, certified as an airport concession disadvantaged business enterprise in accordance with 49 CFR Part 23.

1.3 Aircraft shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air.

1.4 Agreement shall mean this Concession, Lease, and Operating Agreement between the Parties as described in this Agreement including all exhibits, attachments, appendices, schedules, and subsequent amendments thereto.

1.5 Airport shall have the meaning set forth in the above Recitals.

1.6 Airport Director shall mean the current director of the Gunnison-Crested Butte Regional Airport or his or her designated representative.

1.7 Airport Rules and Regulations shall mean those rules, procedures and regulations promulgated by the County from time to time for the orderly use of the Airport, as the same may be amended, modified, or supplemented from time to time. The Airport Rules and Regulation can be found on the County website.

1.8 Airport Security Plan shall mean a program developed by the County for the maintenance of the safety and security of the Airport and Persons using the Terminal or any other portion of the Airport premises, as it may be amended, modified, or revised by the County from time to time.

1.9 Applicable Laws shall mean all present and future applicable laws, ordinances, orders, directives, rules, codes and regulations of all Governmental Authorities and all present and future grant assurances provided by the County to any Governmental Authority in connection with the County's ownership or operation of the Airport, as the same may be amended, modified or updated from time to time, applicable decisional law (including, without limitation, judicial or administrative interpretations, orders and judgments) and the Airport Rules and Regulations.

1.10 Automobile Rental Concession shall have the meaning set forth in the above Recitals.

1.11 Brand Name shall mean the name, logo, acronym or other unique identification by which the Concessionaire identifies itself to the public and distinguishes itself from other vendors.

1.12 Capital Additions shall mean all improvements, structures, fixtures, shelving, cabinets, counters, wires and conduits, equipment, lighting, signage, furniture decorations and such other infrastructure and materials installed by Concessionaire in, on or within the Concession Premises for operation of the Automobile Rental Concession.

1.13 Code of Federal Regulations (CFR) shall mean the codification of the general and permanent rules published in the United States Federal Register by the executive departments and agencies of the United States Federal Government.

1.14 Commencement Date shall mean June 1, 2025.

1.15 Concessionaire shall have the meaning set forth in the first paragraph of this Agreement.

1.16 Concession Fee shall mean the greater of ten percent (10%) of Gross Revenue or the Minimum Annual Guarantee (MAG).

1.17 Concession Premises shall mean those areas at the Airport to which the Concessionaire is granted rights to occupy under this Agreement as more specifically detailed in Article 4.1.

1.18 Concession Recovery Fee shall mean a separate statement of and charge for the Percentage Fee on Airport Customer invoices or rental agreements, which is not required, but will not be prohibited by the County as further defined in Article 5.1.

1.19 Customer Facility Charge or "CFC" shall mean the fee imposed by the County for each of Concessionaire's Customers for the finance, design, construction, and operation of consolidated airport facilities constructed by or on behalf of the airport operator or its governing entity to be jointly used by all rental vehicle companies operating at an airport pursuant to a concession agreement between the airport operator and a rental car company.

1.20 County shall mean Gunnison County, Colorado, who has the ownership, custody, control and management of the Airport.

1.21 Customers shall mean all automobile rental customers that are related or connected in any way to the Airport including without limitation enplaning, deplaning, or connecting airline passengers; employees of companies operating at the Airport; and enplaning, deplaning, or connecting passengers at the Airport's general aviation facilities. Any automobile rental customer that has passed through the Airport within the previous 24 hours is presumed to be an Airport Customer.

1.22 FAA shall mean the United States FAA, and any successor agency, office, or department thereto.

1.23 Force Majeure shall mean act and events not within the reasonable control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure includes without limitation: strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, acts of domestic or foreign terrorism, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. Force Majeure does not include economic or other conditions which affect a party's cost, but not its ability, to perform.

1.24 GAAP shall mean generally accepted accounting principles consistently applied.

1.25 Governmental Authority shall mean each federal, state, and municipal government, authority and agency and its respective agencies, departments, authorities, and commissions. "Governmental Authority" shall specifically include, without limitation, the County, Gunnison County

Government, State of Colorado, the United States Department of Transportation, the FAA, FTC, DHS, and the TSA.

1.26 Liabilities shall mean liabilities, contingent liabilities, claims, potential claims, costs, judgments, penalties, fines, losses, orders, and the like, including without limitation: (1) damages for the loss or restriction or use of rentable or usable space or of any amenity of the Airport; (2) sums paid in settlement of claims, liabilities, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees); (3) damages caused by the breach or non-performance by the Concessionaire of any covenant or other provision of this Agreement; and (4) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work necessary should the Concessionaire fail to comply with provisions of this Agreement; and (5) rents, fees, or other monetary obligations owed by the Concessionaire to the County.

1.27 Market Share shall mean the percentage of Concessionaire's Gross Revenues during any Agreement Year, as reported by Concessionaire to the County for the payment of the Concession Fee, as compared to the total Gross Revenues of all Automobile Rental Concessionaires for the designated consecutive twelve (12) month measurement period.

1.28 Partial Taking means a condemnation or taking by exercise of the power of eminent domain by, or conveyance in lieu thereof to, a Governmental Authority (other than the County) of any part of the Premises that does not constitute a Total Taking.

1.29 Plans and Specifications shall mean the completed set of architectural working plans, drawings and specifications and engineering drawings and specifications prepared by Concessionaire's Architect/Engineer of record for the construction and installation of Capital Additions.

1.30 Rental Car Parking Lot shall mean the area used by Concessionaire for parking of rented automobiles for its Customers as more specifically set forth in Article 4.1.

1.31 Rental Car Service Counter shall mean the service counter and office space area or areas of the Terminal Building where Concessionaire shall conduct concession operations at the Airport as more specifically identified in Article 4.1.

1.32 Shall means an imperative command; has a duty to or is required to.

1.33 Structure shall include pavement, gravel, buildings, storage facilities, above or below grade, or any other item installed by the County or Concessionaire, which does not naturally occur upon the Airport.

1.34 Term shall mean the Initial Term and Extended Term (if extended).

1.35 Terminal Building shall mean the facilities at the Airport, existing or under construction as of the date of this Agreement, known individually as ticketing and baggage claim; security screening; non-public areas used for the purpose of enplaning and deplaning Airport passengers and all future expansions thereof.

1.36 Total Taking means a condemnation or taking by exercise of the power of eminent domain by, or a conveyance in lieu thereof to, a Governmental Authority (other than the County) of (1) all of the Concession Premises, (2) fifty percent (50%) of the square footage of the Concession Premises, or (3) such a substantial portion of the Terminal Building as to render the Airport inoperable.

1.37 TSA shall mean the United States Transportation Security Administration, and any successor agency, office, or department thereof.

1.38 Yearly Financial Statement means Concessionaire's annual report and statement of Gross Revenues which shall specify in detail in accordance with the Yearly Financial Statement requirements set forth in this Agreement, all Gross Revenues associated with the Concessionaire's operation at the Airport certified by an independent certified public accounting firm acceptable to County or the Concessionaire's Chief Financial Officer acknowledging that such documentation is accurate and complete based on such Chief Financial Officer's examination of the books, accounts, and records of Concessionaire.

ARTICLE 2.

OPERATING RIGHTS, PRIVILEGES, AND OBLIGATIONS OF CONCESSIONAIRE

2.1 Grant of Operating Rights and Privileges.

2.1.1 Automobile Rentals. Concessionaire shall have the right and obligation to rent non-chauffeured automobiles to Airport Customers. In conjunction with its concession operation, Concessionaire may: (a) offer personal accident insurance, personal effects insurance, and other insurance related to travel by car or the rental and use of Concessionaire's automobiles; (b) rent or sell other services or personal property approved in writing by the County, provided that (1) the services or personal property must be of a type that customarily are offered for sale or rent at other comparably-sized airports and (2) the sale or rental of the services or personal property must not conflict with a concession right or privilege of another Airport concessionaire.

2.1.2 Other Concessions. Concessionaire must have the County's prior written consent before engaging in any concession not expressly and specifically permitted by this Agreement, including but not limited to the sale of food, beverages, maps, or newspapers, and may be required as a condition of that consent to pay the County a fee, which may include, but is not necessarily limited to, a percentage of gross revenue from the concession.

2.1.3 Rights of Ingress and Egress. Concessionaire shall have the right of ingress to and egress from its Concession Premises over public walkways and roadways. Concessionaire shall have the right to use common use roadways, following established speed and safety signage. Concessionaire's rights of ingress and egress and use of common use roadways shall be subject to all Applicable Laws and to regulations established by the County.

2.1.4 Non-Exclusive Concession. The concession rights granted by this Agreement are non-exclusive. In the event of a vacancy, the County may grant similar automobile rental concession rights to others during the Term of this Agreement.

2.2 Operating Obligations.

2.2.1 Automobile Rentals. Concessionaire shall operate an Automobile Rental Concession continuously during the term of this Agreement and shall operate it in a first-class manner to serve passengers and other Airport users.

2.2.2 Adequate Numbers of Automobiles. Concessionaire shall maintain on hand at the Airport an adequate number of automobiles to meet all reasonably foreseeable rental demands. The model year of the automobiles shall not be more than two (2) years older than the current model year. All automobiles shall be maintained in good mechanical condition, and shall be kept clean, neat, and attractive inside and out. The County may disapprove any automobile provided by Concessionaire for public use at the Airport if the automobile fails to comply with the requirements of this Agreement. Upon receipt of the County's written notice of disapproval with a statement of grounds, Concessionaire shall immediately withdraw the disapproved automobile(s) from use as rentals at this Airport and shall not return the automobile(s) to rental use at the Airport until the grounds for disapproval have been eliminated to the County's satisfaction.

2.2.3 Hours of Operation. Concessionaire shall provide customer service personnel

and automobile rental services at the Rental Service Counter seven (7) days per week, from a time each day at least thirty (30) minutes before the first scheduled airline departure or the time of the first scheduled airline arrival, whichever occurs earlier, to a time at least thirty (30) minutes after the actual time of the last airline arrival or the time of the airline departure, whichever occurs later. The County, upon Concessionaire's written request, may authorize deviations from the requirements of this subsection. The schedule of business hours so established is subject to periodic review by the County or upon written request from Concessionaire. As a result of any such review, the County may require an expansion or allow a reduction of the hours of operation as public demand requires.

2.2.4 Quality of Service. Concessionaire shall furnish prompt, courteous, and efficient service on a fair, reasonable and nondiscriminatory basis to any member of the public. Concessionaire shall keep the Concession Premises in a safe, clean, orderly, and inviting condition. All services and property sold or rented by Concessionaire must conform in all respects to federal, state, County and municipal laws, ordinances, and regulations, and to any applicable rules adopted by the County. Concessionaire shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to Airport Customers, visitors, or other tenants at the Airport.

2.2.5 Manager. Concessionaire shall engage a full-time automobile rental concession manager who: (1) is qualified and experienced; (2) has full authority to control the day- to-day operation of the automobile rental concession at the Airport; and (3) has authority to respond to and clean up a Hazardous Substance Release in a timely and appropriate manner (4) has authority to respond to accidents, both with personnel and property. The manager or the manager's designee shall be stationed at the Airport and shall be present at the Airport between 8 a.m. and 5 p.m. Monday through Friday. In the manager's absence, a subordinate shall be in charge and present at the Airport.

2.2.6 Staff. Concessionaire shall employ a sufficient number of trained personnel to handle customer service, automobile maintenance, automobile handling, and office and administrative duties necessary for the efficient and effective operation of the Automobile Rental Concession.

2.2.7 Staff Conduct. Concessionaire shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Concessionaire's officers, agents, employees, and representatives shall comply with all Airport rules and regulations, shall not act in a manner which will constitute a public or private nuisance, or which will disrupt the safe, efficient, and normal operations of the Airport and shall strictly observe all posted speed limits and other traffic and safety signs. Employees on duty shall wear uniforms or appropriate business attire. Uniforms and business attire shall be kept neat, orderly, and clean. Customer service personnel, Service Facility service personnel, and attendants shall be trained by Concessionaire to render high quality, courteous, and efficient service. Concessionaire shall closely supervise service personnel to assure a high standard of service to rental car customers. Upon receipt of a written objection from the County concerning the conduct of Concessionaire's officers, agents, employees, contractors and representatives, Concessionaire shall promptly meet with the County's representative to discuss the basis for the objection and take steps to eliminate the conduct, including if necessary the initiation of steps that could lead to the discharge of the offending employee in accordance with Concessionaire's employment policies and any applicable collective bargaining agreements.

2.2.8 Solicitation Prohibited. Concessionaire shall not permit its agents or employees to use pressure sales tactics or to overtly solicit for automobile rentals or related services offered by Concessionaire under this Agreement. The County shall be the sole judge of whether conduct amounts to a violation of this subsection. Upon written notice from the County, Concessionaire shall take all necessary steps to eliminate conduct in violation of this subsection and to prevent its recurrence.

2.2.9 Relationship with Competitors. Concessionaire shall maintain cooperative, albeit competitive, relationships with its competitors at the Airport, and shall not engage in open, notorious, or public disputes, disagreements, or conflicts with competitors that would tend to interfere with quality of the Automobile Rental Concessions at the Airport as a whole.

2.2.10 Diversion of Customers Prohibited. Concessionaire shall not divert or allow the diversion of any prospective Customers from the Airport to another location. If any such diversion does occur, the diverted transaction shall be deemed to have occurred at the Airport. In the event that Concessionaire establishes, owns, operates, or manages during the term hereof any rental car operations within two (2) miles of the Airport, it agrees to make all books, records, and other pertinent documents of such rental car operations available for audit by the County and/or its designated representative to ensure compliance with this provision.

2.2.11 Signs. Concessionaire shall not erect, install, nor permit upon the Concession Premises any sign or other advertising device without first having obtained the County's prior written consent, which may be withheld in its sole discretion. Concessionaire shall remove all signs and sign hardware upon expiration or termination of this Agreement and restore each sign location to its former state, unless the County elects to retain all or any portion of the sign or signage.

2.2.12 Compliance with Applicable Laws and Airport Rules and Regulations. Concessionaire shall comply with all Applicable Laws and Airport Rules and Regulations in its operations at the Airport. Concessionaire shall be responsible for the compliance of its officers, agents, employees, contractors and representatives with all Applicable Laws and Airport Rules and Regulations.

2.2.13 Drug-Free Workplace. The County operates a drug-free workplace program in accordance with the County's policies and procedures. Upon request, Concessionaire hereby agrees to submit an affidavit not less than annually, while this Agreement is in effect, certifying that Concessionaire operates a drug-free workplace program, or other drug or alcohol testing program, containing requirements at least as stringent as those of the program operated by the County.

2.2.14 Branding. Concessionaire may only conduct business at the Airport pursuant to this Agreement under the Brand Name and no other Brand Name shall be used or displayed by Concessionaire at the Airport. If Concessionaire's right to use the Brand Name arises under a license or franchise agreement, Concessionaire represents and warrants to the County that Concessionaire has been granted the right to use any such Brand Name for the entire Term of this Agreement, pursuant to a franchise or license agreement (the "Franchise Agreement") with the Brand Name owner (a "Franchisor or Licensor"). At the County's request, Concessionaire agrees to provide the County with a copy of the Franchise Agreement and reasonable evidence that such Franchise Agreement remains in full force and effect. Concessionaire agrees that a Franchisor's or

Licensor's termination of Concessionaire's right to use Brand Name, shall constitute an Event of Default under this Agreement.

2.2.15 Disincentive Fees. The following table sets forth a schedule of Disincentive Fees for Concessionaire's violations of the operating standards or failure to adhere to contractual requirements contained in this Agreement. These Disincentive Fees shall be in addition to all other rents and fees required by Article 5.1 or any other provisions of this Agreement. All Disincentive Fees shall be paid in full within ten (10) calendar days of the date of written notice from the County.

<u>Infraction</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Parking/Storage of vehicles in areas other than Concessionaire's Premises depicted in Exhibits B & C	\$15 per day per vehicle		
Parking or storage of any vehicles in areas marked as a Fire Lane as set by the Fire Marshal.	Cited by Fire Marshal Plus \$15 per day per vehicle		
Conducting any vehicle maintenance or cleaning activities in Concessionaire's Ready and Return Parking Areas.	Written Warning	\$250 per incident	\$500 per incident
Storing any items other than Concessionaire's rental vehicles. Incidental items required by Concessionaire (i.e. child car seats, etc.) are permitted to be stored in Concessionaire's Premises	Written Warning	\$100 per incident	\$250 per incident
Failure to maintain any portion of Concessionaire's Premises in a safe clean, neat, and orderly condition; or allowing any accumulation of rubbish, trash, or other waste materials in or about the Concessionaire's Premises.	Written Warning	\$100 per incident	\$250 per incident
Generation or accumulation of debris or dust that results in the blowing of debris or dust about, within, or from the Concessionaire's Premises to other parts of the Airport.	\$50 per incident	\$150 per incident	\$500 per incident
Noncompliance with ACDBE reporting requirements	Written Warning	\$100 per incident	\$250 per incident
Failure to comply with Article 2.2.3 Hours of Operation	Written Warning	\$100 per incident	\$250 per incident
Failure to comply with Article 2.2.7 Staff Conduct	Written Warning	\$100 per incident	\$250 per incident
Failure to timely and accurately submit the Gross Monthly Reporting Form (Exhibit C)	Written Warning	\$250 per incident	\$500 per incident

ARTICLE 3.
TERM OF AGREEMENT

3.1 Initial Term. The initial term (“Initial Term”) of this Agreement shall be for Three (3) years, commencing on June 1, 2025, the Commencement Date, and expiring May 31, 2028.

3.2 Extended Term. The Initial Term may be mutually extended for one (1) two (2)-year periods commencing on the day following the expiration of the Initial Term (“Extended Term”), by written notice at least one (1) year prior to the expiration of Initial Term by County to Concessionaire or by Concessionaire to the County.

3.3 Holding Over. In the event Concessionaire holds over after the expiration of the Term, the Term shall not be deemed to have been renewed, but instead, this Agreement shall constitute a month-to-month lease, terminable by either party upon thirty (30) days advance written notice and on the same terms and conditions as set forth in this Agreement in so much as they are applicable to a month-to-month lease.

ARTICLE 4. CONCESSION PREMISES

4.1 Concession Premises. The County hereby assigns to Concessionaire, and Concessionaire hereby accepts, for Concessionaire's use in association with conducting the Concession, the following areas (collectively the "Concession Premises"):

4.1.1 Rental Car Service Counter. Concessionaire shall have the use of that counter and office space in the Terminal Building designated on the attached drawing hereinafter referred to as **Exhibit A** consisting of 190 square feet of space. Concessionaire may use its Rental Car Service Counter space for customer rental, return, and related transactions approved by the County, and for an administrative office. The County reserves the right, in its reasonable discretion, to relocate the Rental Car Service Counter to a comparable space, upon one-hundred twenty (120) days advance written notice to Concessionaire. In the event that County exercises its right to relocate Concessionaire's Rental Car Service Counter, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers. In connection with the Rental Car Service Counter Space, the County will furnish heat, ventilation and air conditioning, and electrical convenience outlets not to exceed 25-amp demand in a similar manner as are provided in public areas of the Terminal Building.

4.1.2 Rental Car Parking Lot. Concessionaire shall have the right to use certain assigned parking spaces ("Parking Spaces") within the automobile Rental Car Parking Lot located in the east lot to the north of the Terminal Building respectively as shown on the attached **Exhibit B** (collectively the "Rental Car Parking Lot"). Concessionaire may use its allocated Parking Spaces for: (1) the parking of Concessionaire's automobiles awaiting customer rental at the Airport and (2) the return of rental vehicles. The Parking Spaces is intended for use by rental vehicles only and Concessionaire shall not permit or allow other vehicles, including those owned or operated by employees, the general public or others to park in Rental Car Parking Lot. Violation of parking restrictions can result in the Concessionaire paying fees in Article 2.2.15 "Disincentive Fees." The County shall have the right, in its sole discretion, to determine which specific Parking Spaces shall be assigned to each Concessionaire.

(a) At the end of every second Agreement Year, Concessionaire may request the County to reallocate the Parking Spaces if the Market Share of Concessionaire or any other Concessionaire has changed by more than fifteen percentage points (15%) compared to its Market Share as of May 31, 2024. Should the County determine, in its sole discretion, to reallocate the Parking Spaces it will do so in accordance with the following formula: (i) the total number of Parking Spaces available for all Concessionaires, multiplied by (ii) Concessionaire's Market Share for the previous Agreement Year, rounded down to the nearest whole number. In the event the County approves such reallocation, each Concessionaire shall pay its own costs and expenses associated with such reallocation.

(b) The County reserves the right at any time during the Term of this Agreement, at its sole discretion, upon one hundred twenty (120) days advance written notice to Concessionaire (i) to relocate, increase or decrease the location or size of the Rental Car Parking Lot, and (ii) reallocate, reassign, or increase or reduce the number of Parking Spaces assigned to Concessionaire. In the event that County exercises its right to

hereunder, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers.

(c) The results of any such reallocation, relocation or other modification described above will be reflected in the form of a letter, signed by the County, to be attached to and become a part of this Agreement as an exhibit detailing the reallocated areas and square footages, and changes in the rental fees payable, and the Commencement Date.

4.1.3 Additional Space. If Concessionaire requests additional space during the Term of the Agreement for storage, or other purpose, the County, in its discretion may provide additional space on such terms and conditions as the County deems fit, including without limitation the payment of additional fees.

4.2 Condition of Concession Premises. Concessionaire specifically acknowledges, agrees, accepts, and leases the Concession Premises from the County in an "as is where as" condition. Concessionaire is not relying on any representations or warranties of any kind whatsoever, express or implied from County or its agents, as to any matters concerning the condition of the Concession Premises.

4.3 Rights of Third-Party Ingress and Egress. Concessionaire's use of the Concession Premises is subject to reasonable concurrent ingress and egress by the County and its employees, contractors, and representatives, by the car-renting public, and by third parties for police, fire, safety, construction, maintenance, inspection, and other activities reasonably related to Airport business. Nothing in this subsection shall be deemed to interfere with the County's right to enforce the provisions of this Agreement, including but not limited to Airport Rules and Regulations. Nothing in this subsection shall be deemed to interfere with the County's ability to exercise its police powers.

4.4 Terminal Building. Concessionaire shall have the right to use, in common with others so authorized, the Terminal Building appurtenances, together with all facilities, equipment, improvements, and service which have been or may hereinafter be provided at or in connection with the Terminal Building for common use insofar as the same shall be reasonably necessary for the purposes of the operation of an Automobile Rental Concession.

4.5 Roadways. Concessionaire shall have the right to the joint use with others of the Airport's public roads and driveways necessary in the conduct, operation, and maintenance of Concessionaire's rights hereunder, provided, however, such right does not include the right to use any roads or area requiring security clearance of any road or driveways on any portion of the Airport within and are leased for the exclusive use of any other tenant of the Airport.

4.6 No Further Rights. It is specifically understood that Concessionaire shall have no rights or privileges in any Terminal Building or complex addition that may be constructed in the future by the County, its successors, or assigns.

ARTICLE 5.

CONCESSION FEES, RENTALS, AND RELATED PROVISIONS

5.1 Fees. Concessionaire agrees to pay to the County for the use of the Concession Premises and the rights and privileges herein granted the following rentals, fees, and charges:

5.1.1 Concession Fee. Equal to the greater of: (a) the MAG or (b) ten percent (10%) of Concessionaire's Gross Revenue for the applicable Agreement Year. The Concession Fee shall be paid in monthly installments in accordance with the following schedule: (i) on the first (1st) day of each calendar month, Concessionaire shall pay County an amount equal to one twelfth (1/12th) of the MAG ("Monthly MAG Payment"), and (ii) on the twentieth (20th) day of the following calendar month Concessionaire shall remit to County, the deficiency, if any, between the Monthly MAG Payment and ten percent (10%) of Concessionaire's Gross Revenue for the calendar month ("Monthly Percentage Payment"). The Monthly MAG Payment and the Monthly Percentage Payment for each applicable calendar month shall be referred to herein as the "Monthly Concession Fee Payment").

(a) The MAG payable by Concessionaire shall be Seventy-Five Thousand Five Hundred dollars (\$75,500.00) per Agreement per Agreement Year. Beginning with the second (2nd) Agreement Year and continuing thereafter, the MAG shall be adjusted for each Agreement Year to be an amount equal to eighty-five percent (85%) of the Concession Fee paid in the prior Agreement Year, provided however, in no event, shall the MAG for an Agreement Year ever be less than the MAG for the first (1st) Agreement Year.

(b) Although each new MAG will be effective as of the first (1st) day of each Agreement Year the County will not finalize calculation of the new MAG until sometime thereafter. Once the new MAG has been calculated by the County, based upon information supplied to the County by Concessionaire, the County will send Concessionaire written notice of the new MAG amount ("MAG Adjustment Notice"). Until receipt of the MAG Adjustment Notice, Concessionaire shall continue to calculate and pay its monthly installments of the Concession Fee based on the MAG amount for the prior Agreement Year. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is less than what would have been owed for the same period under the new MAG, then Concessionaire shall then pay the County such amount within thirty (30) days of the date of the MAG Adjustment Notice. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is more than what would have been owed for the same period under the new MAG, the County will refund or credit Concessionaire for the difference.

(c) In the event that the total number of scheduled deplaning airline passengers at the Airport for any month during the Term of this Agreement declines to a level lower than seventy-five percent (75%) of the number of deplaning passengers for the corresponding month of the previous Agreement Year, Concessionaire's MAG shall be abated by a percentage equal to the percentage decrease in such deplaning passengers, for each month during which deplaning passengers remain at a level less than seventy-five percent (75%) of the deplaning passengers for the corresponding month of the previous Agreement Year. Concessionaire shall continue to pay the Concession Fee for each month

for which the MAG is abated. When monthly deplaning passengers rise to a level at or above seventy-five percent (75%) of passenger deplanements for the corresponding month of the previous Agreement Year, Concessionaire's full MAG shall be reinstated. Any MAG abatements under this Article shall be accounted for as part of the Agreement Year Adjustment under Article 5.1.

(d) The term "Gross Revenue" shall mean all moneys paid or payable to or considerations of determinable value received by the Concessionaire by and through its Customers, after discounts and coupons deducted at the time the rental is returned, for the following items:

- i. All charges, including, but not limited to, time and mileage charges and separately stated fees for rental of automobiles and other related or incidental services, and any other items or services which may be authorized by the Airport, made at or from the Airport, regardless of where the automobiles or services are delivered to or returned;
- ii. All amounts charged to the Customers for insurance offered by Concessionaire incidental to the rental of such automobiles, including, but not limited to, personal accident insurance;
- iii. All charges attributable to any automobiles originally rented at the Airport which are exchanged at any other location of Concessionaire;
- iv. All proceeds from the long-term lease of automobiles from any location on the Airport;
- v. The amount charged to Concessionaire's Customers, and which is separately identified on the rental agreement as an optional charge for waiver by Concessionaire of its right to recover from the Customer for damage to or loss of the automobile rented;
- vi. The amount charged to Concessionaire's Customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by Concessionaire; and
- vii. The amount charged by Concessionaire as a pass through to its Customers of Concession Fees.

(e) Gross Revenue shall not include any of the following items:

- i. Any federal, state, county, or city sales or other similar taxes or surcharges separately stated to and collected from Customers of Concessionaire;
- ii. Any amounts received as insurance proceeds or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion, or abandonment of such automobiles;
- iii. Revenue from the wholesale transfer of salvage vehicles or

for any vehicles sold wholesale;

- iv. All non-revenue rentals to employees of Concessionaire;
- v. The Customer Facility Charge; and
- vi. Carbon Offset Fees;
- vii. "Fees" to include: any amounts received as payment and administration of traffic tickets, red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles;
- viii. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or any other designation or for any other purpose is prohibited.

(f) On or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such Gross Revenue was collected, Concessionaire shall furnish to the County one copy of a monthly Gross Revenue and activity report for such month in a format and detail acceptable to the County ("Monthly Gross Revenue Report"). Concessionaire's Month Gross Revenue Report shall be in the form prescribed by the County, the current form of which is attached as **Exhibit C**. The aforementioned statement shall be certified by a responsible officer of the Concessionaire and shall clearly list all general ledger revenues, a list of each deduction amount, and an explanation depicting how the remitted Gross Revenue is determined.

i. The parties recognize that the County will incur additional administrative costs if Concessionaire is late in providing the Monthly Gross Revenue Report required by this Article or by Article 5.1, and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Concessionaire shall pay the County \$100.00 as liquidated damages each time Concessionaire is more than ten (10) calendar days late in submitting the Monthly Gross Revenue Report. The sums set forth herein as liquidated damages are not a penalty but are reasonable estimates of the costs the County will incur for Concessionaire's non-compliance.

(g) Annual Statement. Within one hundred (120) calendar days after the end of each Agreement Year, Concessionaire shall deliver to the County an Annual Statement of Gross Revenue including a calculation of its Concession Fee ("Annual Statement"). The Annual Statement shall be prepared in accordance with GAAP. Each Annual Statement shall be accompanied by the opinion of an independent certified public accountant ("CPA") or Concessionaire's Chief Financial Officer establishing that the (i) CPA or Concessionaire's Chief Financial Officer has examined the Annual Statement and any supporting documentation in accordance with generally accepted auditing standards and the terms of this Agreement, and using appropriate tests of accounting records and other auditing procedures deemed necessary under the circumstances; and (ii) the Annual Statement fairly presents Concessionaire's Gross Revenue for the Agreement Year in question.

(h) Over or Under payment of Concession Fee. Any overpayment or underpayment of the Concession Fee shall be calculated on an annual basis at the end of each Agreement Year. If an Annual Statement discloses that Concessionaire owes additional amounts to the County for its Concession Fee for the year, Concessionaire shall pay those amounts when it delivers the Annual Statement to the County no later than sixty (60) days of the delivery of the Annual Statement. If an Annual Statement discloses that Concessionaire has overpaid its Concession Fee for the year, County will refund cash or give credit in amount of such overpayment within sixty (60) days of the delivery of the Annual Statement. Upon expiration of this Agreement, cash payment shall be made on any credits then due.

5.1.2 Rental Fees. Concessionaire shall pay the County the following rental fees ("Rental Fees"), due and payable in advance in equal monthly installments on the first (1st) day of each calendar month:

(a) Rental Car Service Counter. Concessionaire shall pay to the County annual rental fees on its Rental Car Service Counter Space for rental of counter space and office facilities at the Airport ("Rental Car Service Counter Rent"). The Rental Car Service Counter Rent for the first Agreement Year is \$34.14 per square foot per annum payable monthly. Rental car service counter rental fees are assigned and due payable in equal monthly installments. The Rental Car Service Counter Rent shall be adjusted by the County after the first Agreement Year of this Agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Rental Car Service Counter Rent be less than the Rental Car Service Counter Rent for the preceding Agreement Year. The adjusted Rental Car Service Counter Rent will be rounded to the nearest one cent (\$0.01).

(b) Rental Car Parking Lot Spaces. The Concessionaire shall pay to the County annual rental fees for the Rental Car Parking Spaces ("Parking Space Rent") located directly north of the main terminal and shown in **Exhibit B** to the assigned to it due and payable in equal monthly installments. The Parking Spaces for the first Agreement Year are currently estimated to be \$35.00 per space payable monthly. The Parking Space Rent shall be adjusted by the County after the first Agreement Year of this Agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Parking Space rental fees be less than the Parking Space rental fees for the preceding Agreement Year. The adjusted Parking Space rental fees will be rounded to the nearest one cent (\$0.01).

The Parking Space Rent shall be adjusted by the County at the commencement of the Extended Term to reflect market rates, provided however, the rate of Parking Space Rent in the Extended Term shall not be less than rate during the Initial Term.

5.1.3 Customer Facility Charge (“CFC”). The Concessionaire acknowledges that the County has imposed a Customer Facility Charge or CFC as the term is defined herein.

(a) Calculation of Customer Facility Charge. The method of calculating the Customer Facility Charge and the amount of such Customer Facility Charge shall be determined by the County from time to time in its sole discretion.

(b) Collection and Remittance of Customer Facility Charges. Concessionaire shall collect the Customer Facility Charge from each Customer with which Concessionaire enters into an automobile rental contract at the Airport as determined by the County. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the “Airport Customer Facility Charge.” All Customer Facility Charges collected and/or held by Concessionaire shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Concessionaire’s bona fide marketing plans; and (ii) be held in trust by Concessionaire for the County’s benefit. The County may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Concessionaire. The County anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional rental car concessionaires, The County will provide no less than sixty (60) days advance notice of any change in the CFC rate.

(c) County Property. The CFCs collected by Concessionaire shall be deemed to be the property of the County and shall be held in trust by Concessionaire for the benefit of the County. Concessionaire agrees that the CFCs are not income, revenue, or any other asset to Concessionaire; that Concessionaire has no ownership or property interest in such CFCs; and that Concessionaire hereby waives any claim to a possessory or ownership interest in the CFCs. Concessionaire agrees that it holds such CFCs in trust for the benefit of the County, and that the County (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Concessionaire shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

(d) Remittance and Reporting. All Customer Facility Charges so collected shall be remitted to the County on or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Concessionaire’s authorization to do business at the Airport. The County shall have the right to audit the CFC records upon reasonable notice to Concessionaire.

(e) Accounting Records for Customer Facility Charge. Concessionaire shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Concessionaire and the amount of any Customer Facility Charges remitted to the County. Said records shall be available for inspection and examination by the County or its duly authorized representatives at all times.

5.2 Pass Through of Concession Fee. Concessionaire acknowledges that the Concession Fee payments by Concessionaire to the County under this Agreement are for Concessionaire's right to conduct a rental car concession business at the Airport and access to the Airport market, and that none of those payments reflect a fee that is imposed by the County upon customers renting vehicles from Concessionaire. The County does not require, but will not prohibit, the separate statement of the Concession Fee on customer invoices or rental contracts, provided that Concessionaire meets all the following conditions:

(a) Such fee is titled "Concession Recovery Fee" and shall not exceed 11.11% of Gross Revenue;

(b) Such fee shall be indicated immediately below all concession eligible items and not immediately adjacent to taxes on customer invoices;

(c) Concessionaire complies with all Applicable Laws;

(d) Concessionaire shall not identify, treat, or refer to the Concession Recovery Fee as a tax; and

(e) Concessionaire shall not pass through, unbundle, or list any fees (other than a Concession Recovery Fee and Customer Facility Charge) payable to the County as a separate item on its customer invoices, except with the County's written approval.

5.3 Method of Payment and Interest. Payments under this Agreement shall be by wire, draft, or check on a bank authorized to engage in banking in the United States, shall be payable to the County in U.S. dollars, and shall be delivered to the office of the Airport Director, or to any other place designated by the County in writing. Payments shall be made without abatement, offset, or deductions. Payments not received on the date due shall be subject to a late penalty of ten (10%) percent of the amount due, or fifty (\$50) dollars, whichever is more, which shall be added to the principle then due and owing. If still unpaid for 30 days after the delinquency date, a late fee of 1.5% per month will be added. Concessionaire agrees that it shall pay and discharge all costs and expenses, including reasonable attorney's fees, incurred, or expended by County in collection of any delinquent amounts due. Concessionaire shall make payments due under this Agreement automatically, including but not limited to interest accrued on late payments. Lien. Except for its fleet of rental cars, Concessionaire hereby waives the right to claim that any of its property located on the Airport is exempt from execution or attachment, or exempt by any law from the payment of debt; and, except for its fleet of rental cars, all such property shall be subject to and responsible for the payment of the money agreed to be paid by Concessionaire under this Agreement, and for the discharge of any liability created hereby, for which a lien on such property is hereby granted to the County. Concessionaire hereby agrees that it will not remove any of its property from the Airport until any default has been cured or it has been instructed to do so in writing by the County. In addition to all other rights of the County, Concessionaire hereby grants to the County, at any time after ten (10) calendar days' notice, the right to take possession of all property of Concessionaire located at the Airport until the default is cured and a reasonable charge for removal and storage (if applicable) is paid to the County.

5.5 Audits. Concessionaire shall make adequate accounting records, in accordance with GAAP and the requirements of this Agreement, for: (1) all transactions relevant to this Agreement (collectively, “Records”); and (2) all exclusions from Gross Revenue claimed by Concessionaire. For exclusions from Gross Revenue based upon corporate or volume rebates, the Records shall include but not necessarily be limited to:

- (a) a list summarizing all corporate rental totals and related rebates;
- (b) copies of all agreements between Concessionaire and corporate or volume customers establishing the customers’ contractual rights to rebates;
- (c) lists of all individual rental transactions with all corporate or volume customers; and
- (d) copies of all individual rental agreements with all corporate or volume customers.

The records requirements of this Article shall extend to any of Concessionaire’s subsidiaries, partners, joint venturers, and subcontractors. Within ten (10) business days after receiving a written request from the County or the County’s authorized representative, Concessionaire shall make all Records available at Gunnison, Colorado for inspection, auditing, and copying pursuant to this Article.

If either an annual audit or an audit performed by the County discloses an under-reporting of Gross Revenue, Concessionaire shall pay to the County any amounts due under this Agreement, plus interest from the date when the payment should have been made at the County’s then current interest rate charged on overdue accounts. If an audit conducted by the County or at the County’s expense discloses an under-reporting of Gross Revenue by two (2) percent or more for any period, Concessionaire shall reimburse the County for the full cost of the audit. The County’s rights under this subsection shall be in addition to any other rights or remedies the County may have. If Concessionaire fails to furnish all such requested records in a timely manner, the County reserves the right and may (in addition to all other remedies available at law or in equity) elect to terminate this Agreement pursuant to Article 14 hereof and the Concessionaire shall reimburse the County, at the County’s option, the cost incurred to have an independent forensic accounting firm attempt to reconstruct the missing records.

5.6 Retention of Records. Concessionaire shall keep and maintain full and complete books of accounts and other records concerning operations at the Airport. Concessionaire agrees that it will retain and keep available for a period of five (5) years following each Agreement Year the books and records of accounts of Concessionaire for each such year, showing the Gross Revenues of Concessionaire from business conducted at the Airport, the deductions therefrom and other pertinent information required by the provisions of this Agreement. Such books and records of account shall include, but shall not be limited to, Concessionaire’s general ledger, record of receipts, and electronic records of rental car contracts and shall be accessible during the usual business hours, to the County or its duly authorized agents or auditors, for the purpose of verifying information set forth in any annual statement or certified annual statements or for the purpose of verifying the compliance by Concessionaire with the terms of this Agreement, but for no other purposes.

5.7 Independent Certified Public Accountant. Whenever an independent certified public accountant is required, it is agreed that said accountant shall not be in any way a member of Concessionaire’s staff.

ARTICLE 6.

ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

6.1 Capital Additions.

6.1.1 Duty to Provide and Maintain Capital Additions. Concessionaire shall provide and maintain, at its own expense, all Capital Additions in the Concession Premises necessary for the effective and efficient operation of the Automobile Rental Concession in a first- class manner.

6.1.2 County Approval of Capital Additions. No Capital Additions shall be made to, removed from, demolished, or relocated from Concession Premises ("Capital Additions Work") without the prior written approval of the County, which approval may be withheld or conditioned in the sole discretion of the County. The County may require Concessionaire to cause Plans and Specifications to be prepared and submitted to the County for review and approval, which approval shall be within the sole discretion of the County ("Approved Plans").

6.1.3 Capital Additions Work. Concessionaire shall obtain all necessary and required permits under Applicable Laws and Airport Rules and Regulations before commencing any Capital Additions Work. Capital Additions Work shall be performed in accordance with terms of the County written approval of same, including any Approved Plans. Capital Additions Work shall be performed in a good and workman like manner, using good quality materials and in compliance with all Applicable Laws, including without limitation applicable building codes and the County's approval of the Capital Additions Work or Plans and Specifications shall not be deemed as an acceptance, consent to or waiver of these Concessionaire obligations. The County makes no representations or warranties regarding the condition of the existing improvements on the Concession Premises and the Concessionaire is solely responsible for all known and unknown existing conditions on the Concession Premises. Capital Additions Work activities must be performed in accordance with the Airport Security Plan. Concessionaire shall diligently commence approved Capital Additions Work and diligently pursue the completion of same in a timely manner. If required by the County, Concessionaire shall ensure that construction activities are closed off from public view with a painted gypsum County dust partition with attractive, easily readable signs explaining the construction, as approved by the County prior to such Capital Additions Work.

6.1.4 Liens. Concessionaire agrees that any contract for performance of Capital Additions Work or for the purchase of material to be used, or for work and labor to be performed within or on the Concession Premises shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors, or materialmen against the Concession Premises. Concessionaire agrees to give the County immediate notice of the placing of any lien or encumbrance against the Concession Premises or the Airport and further agrees to cause such lien to be discharged in accordance with Article 17 hereof.

6.2 Prompt Payment of Taxes and Fees. Unless exempt, Concessionaire covenants and agrees to pay, before becoming due, all taxes, assessments, user fees and other charges, however named, which, during the term of this Agreement, may become due or a lien or which may be levied by the state, County, city, district or any other body upon the Concession Premises or improvements in the Concession Premises, or upon any taxable interest of Concessionaire acquired in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Premises or the improvements thereon by reason of its occupancy thereof, as well as all taxes on all taxable property, real or personal, owned by Concessionaire in or about the Concession Premises (collectively, "Taxes"). Upon request from the County, Concessionaire

shall give to the County a copy of the receipts and vouchers showing such payment. Notwithstanding the foregoing, Concessionaire reserves the right to contest such Taxes in good faith and Concessionaire will provide County with advance notice that it will be contesting such Taxes.

6.3 Maintenance and Repairs

6.3.1 Duty to Maintain. Except for the maintenance or repair obligations assigned to the County, Concessionaire shall always maintain the Concession Premises in good repair and in a clean and orderly manner. The County shall be the sole judge of the quality of the maintenance.

The County shall have no obligation to conduct repairs or maintenance unless and until Concessionaire has notified the County in writing of the need for such repairs and maintenance and afforded the County a reasonable time for the investigation and assessment of the need, the planning, and design of any needed repairs or maintenance, and the completion of such required repairs.

6.3.2 Quality. All maintenance and repairs shall be of first-class quality in both materials and workmanship and shall comply with all Applicable Laws.

6.3.3 Remedies. Should Concessionaire fail to undertake maintenance, repairs, or replacements required under this Agreement, the County may give Concessionaire written notice of the failure. If Concessionaire fails to undertake the maintenance, repairs, or replacements described in the notice within a time that is reasonable under the circumstances, but in no event longer than 30 calendar days after receiving the notice, the County may perform the work and recover the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs, overhead, and an administrative fee equal to fifteen percent (15%) of such costs and expenses. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.4 Janitorial Costs. Concessionaire shall at all times at its expense keep its Concession Premises, including all of the Capital Additions installed by it, together with all of its fixtures, equipment, and personal property therein clean from all trash and other debris and in an orderly condition and appearance and shall keep the areas immediately in front of and adjacent to its Concession Premises and to the exits and entrances to the Concession Premises clean and free of obstructions. If Concessionaire fails to perform its obligations under this provision, County may give written notice of the failure. If Concessionaire fails to meet its obligations hereunder after such written notice, the County may perform the work and record the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs and overhead. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise, including payment of Disincentive Fees described in Article 2.2.15, and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.5 Snow and Ice Removal. Concessionaire shall at Concessionaire's own expense, remove snow and ice from all portions of its Concession Premises, including the removal of snow and ice on, under, and around parked vehicles. County, at its sole discretion, may assist with snow and ice removal from Concessionaire's Concession Premises; provided, that County shall not be required to move or relocate parked vehicles to accomplish such snow and ice removal. The Airport

Director may authorize the County to assist with snow and ice removal from Concessionaire's Concession Premises.

6.4 Utilities. Except to the extent specifically assumed by the County, it is the responsibility of Concessionaire to provide any utility connections necessary for the safe, convenient, and legal operation of Concessionaire's Automobile Concession Operations within the Concession Premises. All telecommunications connections serving the Concession Premises and expenses thereof, both hard-wired and wireless, are the responsibility of Concessionaire and must be completed through existing cables. The County shall not be liable for any interruption or failure in the supply of any utility services to the Concession Premises, and Concessionaire covenants and agrees that the County shall in no event be liable or responsible to Concessionaire for any loss, damage, or expense that Concessionaire may sustain or incur if either the quality or character of any utility service is changed or is no longer suitable for the requirements of Concessionaire. Concessionaire covenants and agrees that, at all times, the use of electric current by Concessionaire shall never exceed the capacity of existing feeders and wiring to the applicable portion of the Concession Premises and that Concessionaire shall make no alterations or additions to the electric equipment and/or appliances serving the Concession Premises without the prior consent of the County in each instance. The cost of utilities of the Concession Premises shall be borne by the parties as follows:

6.4.1 Rental Car Service Counter. For the Rental Car Service Counter area, the County shall provide in the same manner as generally available to the patrons of the Terminal Building, at the County's expense, heat, air-conditioning, water, gas, sewage, electricity and other utilities, and the Concessionaire shall be responsible, at Concessionaire's expense, for the procurement and costs of all telecommunication and internet services to its Rental Car Service Counter.

The County shall maintain and repair, at its cost and expense, all existing underground utilities serving the Concession Premises.

6.5 Utility Location.

The County shall not be responsible for verification of location of existing utility lines and/or connections. All costs of bringing utilities to the Concession Premises shall be the sole responsibility of the requesting Concessionaire. In the event Concessionaire desires to install utility lines on or under the Concession Premises, Concessionaire shall first obtain the County's written approval of the location of such lines. No such installation shall adversely affect the existing lines. Upon the completion of the installation of the new lines, Concessionaire shall promptly deliver to the County a survey indicating the location of the newly installed lines and showing a description thereof in addition to any "as built" drawings required by this Agreement.

6.6 Trash and Refuse. Concessionaire shall provide for the neat and sanitary handling of all trash and other refuse generated as a result of Concessionaire's Automobile Rental Concession and its use and occupancy of the Rental Car Parking Lot and Rental Car Service Counter. Concessionaire shall provide and use suitable covered fireproof receptacles for all trash and other refuse. Concessionaire shall not permit boxes, cartons, barrels, pallets, or other similar items to be piled or stored in view of a public area. If Concessionaire allows dust or debris to be generated or accumulated in the Concession Premises to the extent they may be blown about within the Concession Premises or blown from the Concession Premises to other parts of the Airport, Concessionaire shall pay to the County "Disincentive Fees" as described in Article 2.2.15. In addition, Concessionaire shall reimburse the County for any costs incurred by the County to remove or

suppress the dust or debris.

6.7 Security. Concessionaire may provide whatever security it may wish at its own cost, provided that the security is subject to approval by the County. Security provided by Concessionaire shall be subject to the authority of the County and shall in no way hinder or interfere with the duties of County law enforcement officers or the Airport Director or his designee.

6.8 Deliveries. All rental car fleet vehicle deliveries and transfers by Concessionaire at the Airport will be in a manner and location approved by County in writing. Costs to repair to airport roads and driveways damages due to a Concessionaire's delivery fleet vehicle, to the Concession Premises, or other Airport facilities, will be reimbursed to the County by the specific Concessionaire who is requiring such delivery.

6.9 Right to Enter. The County shall have the right to enter Concessionaire's Concession Premises to:

(a) Inspect the Concession Premises at reasonable times during Concessionaire's regular business hours or at any time in case of emergency to determine whether Concessionaire is in compliance with the provisions of this Agreement. The County will use its best efforts to provide prior notice to Concessionaire of the need to access Concessionaire's Premises to inspect the Concession Premises for non-emergency inspections;

(b) Perform any of Concessionaire's obligations under this Agreement that Concessionaire has failed to perform after reasonable notice to do so, including but not limited to maintenance, repairs, and replacements in Concessionaire's Concession Premises. The County may recover the cost of non-performance from Concessionaire;

(c) Exercise County's police power; and

(d) Respond as appropriate to any emergency.

6.10 County and Concessionaire Coordination. Concessionaire shall work in good faith with and coordinate its activities with the County, Concessionaires, and Airport planners, designers, architects, engineers, contractors and subcontractors.

ARTICLE 7. COUNTY OBLIGATIONS

7.1 Maintenance. The County shall perform maintenance in the Concession Premises as set forth in more detail in the maintenance matrix, which is attached and incorporated as **Exhibit “G”**.

7.2 Warranty of Quiet Enjoyment. The County warrants that it is the owner of the Concession Premises and has the right to grant the rights to use the Concession Premises under the terms of this Agreement. Provided that Concessionaire performs all of its obligations under this Agreement, and except as otherwise provided by this Agreement, Concessionaire's rights under this Agreement will not be disturbed by the County or the County's employees, contractors, or agents.

7.3 Construction Disruption. The County shall attempt to minimize but have no responsibility for disruptions of Concessionaire's operations or temporary interruptions of Concessionaire's use of any part of the Concession Premises due to construction activities by the County or the County's contractors.

ARTICLE 8. LAWS AND REGULATIONS

8.1 Laws and Regulations. Concessionaire shall not use the Concession Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all Applicable Laws. At all times during the Term of this Agreement, Concessionaire shall make, at its own expense, all improvements, repairs, and alterations to the Concession Premises (subject to prior written approval of County), equipment, and personal property which are required to comply with or conform to Applicable Laws. Likewise, Concessionaire shall be responsible, at its sole cost and expense, for any fees, fines or penalties assessed by any Governmental Authority as a result of any violation for which the Concessionaire is or may be found to be responsible.

8.2 Airport Rules and Regulations. Concessionaire shall observe and obey all Airport Rules and Regulations. Copies of the Airport Rules and Regulations, as adopted, shall be made available to Concessionaire upon request.

ARTICLE 9. ENVIRONMENTAL

9.1 Definitions. For purposes of this Article, the following capitalized terms shall have the meanings ascribed below:

9.1.1 Environmental Laws means any governmental law or statute, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect relating in any way to the environment, health, natural resources, safety, or any standards or conduct concerning Hazardous Substances.

9.1.2 Hazardous Substances means (i) oil or other petroleum products, including fuels; (ii) “hazardous substances” as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; (iii) “hazardous wastes” as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (iv) any chemical substances regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (v) “hazardous materials” as defined by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; (vi) radioactive materials, including those subject to the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; (vii) asbestos or asbestos-containing materials; (viii) medical waste; and (ix) any other pollutant, contaminant, chemical or substance within the meaning of any Environmental Law whose presence creates a hazard to human health or the environment.

9.1.3 Environmental Claims shall refer to, and include all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Substances as directed by any Government Authority, court order, or Environmental Law; (ii) bodily injury, or death of any person; (iii) damage to or loss of use of property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any Governmental Authority under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a Hazardous Substance spill, release, or discharge.

9.1.4 Environmental Condition means any condition with respect to the soil, surface waters, ground waters, surface or subsurface strata, ambient air or other environmental medium on or off the Premises, whether or not yet discovered, which could or does result in any Environmental Claim to or against Concessionaire or County by any third party (including any Governmental Authority), including any condition resulting from the activities, operation or business of any other property lessee, permittee, licensee, owner or operator on, off or in the vicinity of the Concession Premises.

9.1.5 Owner Environmental Party means the County and its directors, officers, agents, employees, representatives, contractors, successors, and assigns.

9.1.6 Concessionaire Environmental Party means the Concessionaire and its directors, officers, members, managers, agents, employees, representatives, contractors, subtenants, customers, invitees, successors, and assigns.

9.2 Compliance. In its operations at the Concession Premises, each Concessionaire Environmental Party shall strictly comply with all generally accepted industry environmental practices and standards, applicable Environmental Laws, and the applicable Airport Environmental Policies and

Procedures, which are incorporated by reference. Without limiting the generality of the foregoing provision, a Concessionaire Environmental Party shall not use or store Hazardous Substances on or at the Airport except as reasonably necessary in the ordinary course of its permitted activities at the Airport, and then only if such Hazardous Substances are properly labeled and contained and notice of and a copy of the current material safety data sheet is provided to the County for each such Hazardous Substances. A Concessionaire Environmental Party shall not discharge, release, or dispose of any Hazardous Substances on the Airport or surrounding air, lands, or waters, except as allowed under applicable Environmental Laws. Concessionaire shall promptly notify the County of any Hazardous Substances spills, releases, or other discharges that are required to be reported by applicable Environmental Laws by a Concessionaire Environmental Party at the Airport and promptly abate, remediate, and remove any of the same in accordance with applicable Environmental Laws. Concessionaire shall provide the County with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Concession Premises and Airport, or any alleged material noncompliance with Environmental laws by a Concessionaire Environmental Party at the Airport within ten (10) days after such documents are generated by or received by Concessionaire. If a Concessionaire Environmental Party uses, handles, treats or stores Hazardous Substances at the Airport, it shall have a contract in place with an EPA approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Concessionaire as required under applicable Environmental Laws and made available to County for review upon request. County shall have the right at any time, upon reasonable notice to Concessionaire, to enter the Premises to inspect, take samples for testing, and otherwise investigate the Concession Premises for the presence of Hazardous Substances or for evidence of compliance with Environmental Laws. In the exercise of its rights under this paragraph, County shall not unreasonably interfere with Concessionaire's use and occupancy of the Concession Premises pursuant to the provisions of this Agreement.

9.3 Responsibility. Hazardous Substances that are generated, used, handled, treated, stored, disposed, released, discharged, or transported of a Concessionaire Environmental Party are the responsibility of the Concessionaire Environmental Party and Concessionaire. Concessionaire shall be liable for and responsible to pay all expenses and Environmental Claims that arise out of or are caused in whole or in part from a Concessionaire Environmental Party's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on or at the Airport, the violation of any Environmental Law by a Concessionaire Environmental Party, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. To the extent County incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from a Concessionaire Environmental Party's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Substances on the Airport, Concessionaire shall promptly reimburse the County for such reasonable costs upon demand. Concessionaire shall comply with all applicable reporting requirements under Environmental Laws, including but not limited to those requirements with respect to spills, releases, or discharges of Hazardous Substances by a Concessionaire Environmental Party at the Airport. Except as expressly provided in this Agreement, this Agreement does not make Concessionaire responsible for Hazardous Substances that (a) exist on the Airport prior to the Commencement Date, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim, or (b) to the extent Hazardous Substances are generated, used, handled, treated, stored, disposed, released, discharged or transported on the Airport by an Owner Environmental Party.

9.4 Indemnity. In addition to any other indemnities in this Agreement, Concessionaire shall defend, indemnify and hold harmless County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns from any and all Environmental Claims (including reasonable attorney's fees, litigation and investigation expenses, and court costs) to the extent arising out of or resulting from a Concessionaire Environmental Party's use of the Concession Premises during the Term of this Agreement, generation, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on the Concession Premises or at the Airport during the Term of this Agreement, the violation of any Environmental Law by a Concessionaire Environmental Party pertaining to the Concessionaire Environmental Party's use or occupancy of the Concession Premises during the Term of this Agreement, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. Concessionaire shall have no obligation under this Agreement to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns for Environmental Claims to the extent arising from or caused by Environmental Conditions existing on the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.5 Removal. Prior to the end of the Term or earlier termination of this Agreement, Concessionaire shall remove or remediate in accordance with applicable Environmental Laws and to the satisfaction of the State of Colorado, all of Concessionaire's Hazardous Substances from the Concession Premises, the Airport, and surrounding lands and waters. Unless instructed otherwise by the County, Concessionaire shall also, prior to vacating the Airport, remove all Concessionaire's tanks, piping and other equipment which stored Hazardous Substances, or which are contaminated by Hazardous Substances. Concessionaire's responsibilities under this paragraph shall not extend to any Environmental Conditions existing on, in or arising from the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.6 Compliance with Federal and State Storm Water Requirements. Concessionaire acknowledges that the Airport is subject to Federal Storm Water Regulations (40 CFR Part 122). In its operations at the Airport, Concessionaire shall comply with all applicable provisions of Federal and State storm water regulations, and storm water pollution prevention plans, as they may be amended from time to time, in accordance with all applicable Environmental Laws. To the extent required by applicable Environmental Law, Concessionaire shall obtain and maintain in effect, a Colorado Stormwater Discharge Permit in its own name for activities performed by Concessionaire.

9.7 Survival. The covenants, conditions, and indemnities in this Article 9 shall survive termination of this Agreement. Concessionaire shall expressly include the provisions of this Article in all subleases.

9.8 Incorporation. Concessionaire shall incorporate the provisions of this Article into any agreement it enters into with a Concessionaire Environmental Party, including the obligation to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns against any Environmental Claims caused in whole or in part by an Environmental Party on the Airport. The County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns, shall be a third-party beneficiary of such agreements, with the express right to enforce the environmental

covenants of any subtenant or other Concessionaire Environmental Party

9.9 Environmental Assessment. Concessionaire, prior to committing to leasing a location, including assignment to a different location, may conduct an environmental assessment to establish background levels and/or to determine the existence or lack of existence of any contaminants. Concessionaire's failure to exercise its option to have completed an environmental assessment shall create a rebuttable presumption that any contamination found on the Concession Premises at the termination of this Agreement was caused by the Concessionaire, who shall then be responsible for conducting any necessary remediation or removal of said contaminants. This presumption is limited to contamination that, in the judgment of the Airport Director or his or her designee, should have been detected by a competent, independent environmental consultant exercising appropriate professional judgment, skill and care in the course of performing an environmental assessment prior to the commencement of this Agreement. Concessionaire shall supply the County with a copy of any such assessment upon receipt by Concessionaire of same. Concessionaire agrees to perform an environmental assessment at the end of this Agreement if requested by the County.

ARTICLE 10. RELEASE AND INDEMNIFICATION

10.1 Release. Concessionaire hereby expressly waives and releases County its, directors, officers, employees, agents and representatives from any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Concession Premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility, except as to claims of loss or damage caused by the gross negligence, or willful misconduct of County.

10.2 Indemnity. Concessionaire releases and shall indemnify, protect, defend and hold completely harmless the County, its members, directors, officers, employees, agents and representatives (“Indemnified Parties”) from and against any and all Liabilities which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

(a) damage to or destruction of the property of the County, or any property of, injury to or death of any person, resulting from or arising out of Concessionaire’s operations at the Airport except to the extent that such destruction, injury, or death was caused solely by the gross negligence or willful misconduct of the County;

(b) the acts or omissions of Concessionaire’s members, directors, officers, agents, employees, contractors, subcontractors, invitees, or licensees, regardless of where the damage, destruction, injury, or death occurred; or

(c) the failure of Concessionaire to keep, observe or perform any of the covenants or agreements contained in this Concession Agreement to be kept, observed, or performed by Concessionaire except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused solely by the gross negligence or willful misconduct of the County.

10.3 Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the term hereof.

**ARTICLE 11.
INSURANCE**

11.1 The Concessionaire shall maintain the minimum limits of insurance or as required by law, whichever is greater. Specific minimum insurance requirements are provided in **Exhibit H**.

ARTICLE 12.

DAMAGE OR DESTRUCTION OF CONCESSION PREMISES

12.1 Partial Damage. If all or any portion of the Concession Premises is partially damaged by fire, explosion, the elements, act(s) of war or terrorism or other casualty, but the Concession Premises are not rendered untenable or inaccessible, such damage will be repaired with due diligence by the County at its own cost and expense and there shall be no abatement of payments to the County, and thereafter, Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.2 Extensive Damage. If all or any portion of the Concession Premises is damaged by fire, explosion, the elements, act(s) of war or terrorism, or other casualty, and such damage shall be so extensive as to render part or all of the Concession Premises untenable or inaccessible, but such damage is capable of being repaired and restored within one hundred twenty (120) days, such damage shall be repaired and restored with due diligence by the County at its own cost and expense and the MAG for such period shall be reduced in proportion to the portion of the Concession Premises rendered untenable or inaccessible, from the time of such damage until such time as the Concession Premises are fully restored and certified by the County's engineers as ready for occupancy, and thereafter Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement in the MAG and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.3 Complete Destruction. In the event the Concession Premises are completely destroyed by fire, explosion, the elements, act(s) of war or terrorism or other casualty or are so damaged that they are untenable and replacement or repair will take more than one hundred twenty (120) days, the County shall be under no obligation to repair and restore the Concession Premises, and the obligation of Concessionaire to pay the fees and rentals hereunder shall abate as of the date of such damage or destruction until such time as the Premises are fully restored or until the County provides substitute facilities, reasonably acceptable to Concessionaire, for use by Concessionaire; provided, however, that (i) if the damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement of the fees and rentals due hereunder and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. County shall have no obligation to repair or restore any damage to the Capital Additions and Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. If the County is responsible for the repair and restoration of the Concession Premises under this Article and does not complete such repair and restoration of the Concession Premises within twelve (12) months after the time of such damage or destruction, or the County has not supplied substitute facilities reasonably acceptable to Concessionaire,

Concessionaire may terminate this Agreement in its entirety as of the date of such damage or destruction. If Concessionaire is responsible for the repair and restoration of the Premises under this Article and does not complete such repair and restoration of the Premises within twelve (12) months after the time of such damage or destruction in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

ARTICLE 13.

CONDEMNATION; EMINENT DOMAIN

13.1 Total Taking. In the event a Total Taking occurs during the Term, then the Term shall cease and terminate on the date that title vests in the Governmental Authority pursuant to such Total Taking. All proceeds paid as a result of such Total Taking shall be the sole property of the County. Concessionaire shall pay all Rent and other charges, fees, and expenses through the date of such termination and shall promptly vacate the Concession Premises prior to the date on which title vests in such Governmental Authority pursuant to such Total Taking.

13.2 Partial Taking. In the event a Partial Taking occurs during the Term, then this Agreement shall terminate as to the portion of the Concession Premises so taken but shall continue in full force and effect as to the remainder of the Concession Premises. In the event of a Partial Taking, the County shall, promptly after the County's receipt of the net proceeds paid as a result of such Partial Taking, repair or restore the portion of the Concession Premises not so taken so that an architectural unit reasonably appropriate for the continued use and occupancy by Concessionaire is completed; provided, however, that the County shall have no obligation to repair or restore any damage to the Capital Improvements of Concessionaire, and the County shall make any net proceeds paid as a result of such Partial Taking that are specifically awarded with respect to such Capital Improvements of Concessionaire available to Concessionaire in a manner reasonably acceptable to the County for such repair and restoration of such Capital Improvements. Concessionaire shall repair and restore the Capital Improvements the Concession Premises affected by such Partial Taking so that an architectural unit reasonably appropriate for the continued use and occupancy by the Concessionaire thereof is completed. During the period of repair and restoration, the Concession Fees and Rental Fees shall be abated proportionately to the extent and during the time in which portions of the Concession Premises are rendered untenable. Upon the completion of such repair and restoration, Concession Fees and Rental Fees for the remainder of the Term shall be proportionately adjusted so as to reflect the loss of the area of the Concession Premises so taken.

ARTICLE 14.

TERMINATION BY COUNTY

If the Concessionaire shall fail to pay to the County the Concession Fee, Rental Fees or other payments required by this Agreement when due and such failure shall not be remedied within ten (10) days of written notice, the County shall have the right immediately to terminate this Agreement, without notice or further opportunity to cure.

The County shall have the right upon thirty (30) days prior written notice to the Concessionaire to terminate this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

- 14.1 Assignment. Concessionaire shall make a general assignment for the benefit of creditors.
- 14.2 Remedies Under Federal Bankruptcy Laws. Upon filing by or against Concessionaire of any proceeding under federal bankruptcy laws.
- 14.3 Appointment of a Receiver. Concessionaire shall consent to the appointment of a receiver, Trustee, or liquidator of all or substantially all of the property of the Concessionaire.
- 14.4 Abandonment. Concessionaire shall voluntarily abandon and discontinue its operations at the Airport for a period of thirty (30) consecutive days.
- 14.5 Non-payment Defaults. Concessionaire shall default in fulfilling any of the terms, covenants, or conditions (other than those described in Article 13.1) required to be performed by this Agreement and shall fail to commence and diligently pursue to remedy said default within thirty (30) days following receipt by the Concessionaire of a written demand from the County to do so.
- 14.6 Removal of Property. In the event of any cancellation or termination of this Agreement by the County, for any of the reasons specified above, Concessionaire shall have thirty (30) days from the date of cancellation or termination within which to remove all trade fixtures and personal property installed in or upon the Concession Premises by Concessionaire. If said trade fixtures or personal property cannot be removed within the thirty (30) day period as herein provided, Concessionaire may request from the County in writing an additional amount of time thereafter to complete the removal. If the Concessionaire has not totally vacated Concession Premises after the expiration of the thirty (30) day period provided in this Article and the County in its sole discretion grants additional time to the Concessionaire, the Concessionaire shall be responsible to pay to the County a per day occupancy fee equal to 1/365 of the last applicable Concession Fee and Rental Fees, or one hundred dollars (\$100.00), whichever is greater, for each consecutive day that it remains in said Concession Premises.

Any trade fixtures or personal property remaining in or upon the Concession Premises following the expiration of the thirty (30) day period or any written extension thereof granted by the County, shall be considered abandoned by the Concessionaire and the County may enter upon and into the Concession Premises, take possession of all remaining trade fixtures or personal property and dispose of the same in any manner deemed appropriate by the County including, but not limited to, sale or disposal of the same.

Any costs, fees or expenses incurred by the County in disposing of or removing any of Concessionaire's trade fixtures or personal property shall be for the account of the Concessionaire and therefore are payable by Concessionaire to the County.

Should the County be required to obtain a court order ordering the Concessionaire to vacate the Concession Premises, the County shall be entitled to collect its fees, costs and expenses including attorneys' fees for obtaining same from Concessionaire.

Should the County terminate this Agreement, it will issue a public solicitation process seeking competitive proposals for the Concession rights herein terminated. Concessionaire shall be eligible to submit a response to this solicitation process, provided its Agreement is not terminated, and provided it submits a proposal on behalf of a Brand Name not currently operated by Concessionaire on the Airport.

ARTICLE 15.
TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon thirty (30) days' written notice to the County, to terminate or suspend this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

(a) The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by the Concessionaire of all or any substantial part of the Concession Premises preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by the Concessionaire or which is necessary for the Concessionaire's operations on the Airport and which remains in force for a period of a minimum of sixty (60) consecutive days.

(b) The County shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Agreement and shall fail to remedy said default within thirty (30) days (or a reasonable period if cure is commenced within thirty 30 days and is diligently being pursued) following receipt of a written demand from the Concessionaire to do so.

ARTICLE 16.
ASSIGNMENT, SUBLETTING AND LEASEHOLD MORTGAGES

16.1 Assignment and Subletting Not Permitted. Concessionaire may not assign, transfer, or mortgage this Agreement, or sublet, in whole or part, the Concession Premises without the prior written consent of the County. A consent by the County shall not be a consent to any subsequent assignment, transfer, mortgage, or sublease. Any unauthorized assignment, transfer, mortgage, or sublease shall be voidable at the election of the County.

16.2 Leasehold Mortgages Not Permitted. Concessionaire shall have no right (i) to convey, pledge or encumber, by deed of trust, mortgage or similar instrument, its leasehold interest in and to the Concession Premises or any improvements constructed or placed on the Concession Premises by Concessionaire, or (ii) to assign this Agreement as collateral security for any indebtedness of Concessionaire, provided however, this provision shall not be deemed to prevent Concessionaire from encumbering removable fixtures, furniture and equipment with liens.

ARTICLE 17.
NO LIENS

Concessionaire shall be solely responsible for payment to all contractors and workers for any work performed on the Concession Premises and shall keep the Concession Premises free and clear of all liens resulting from any work thereon, or the furnishing of labor or materials, by or on behalf of Concessionaire. If any such lien is filed or asserted, Concessionaire shall promptly cause the same to be released within twenty (20) days or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Concession Premises or any portion thereof. Concessionaire may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless County from any and all such lien claims.

ARTICLE 18.

NONDISCRIMINATION

18.1 Covenants Running with the Land – Transfer of Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended).

(b) In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.2 Covenants Running with the Land – Construct/Use/Access to Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the Concession Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.3 General Civil Rights Provision. In all its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

18.4 Civil Rights – Title VI Assurances. During the performance of this Agreement,

Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

18.4.1 Compliance With Regulations. Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit D** of this Agreement.

18.4.2 Nondiscrimination. Concessionaire, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21. Further, Concessionaire will comply with those Standard Terms and Conditions outlined in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit E** of this Agreement.

18.4.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to non-discrimination on the grounds of race, color, or national origin.

18.4.4 Information and Reports. Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

18.4.5 Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding of payments to Concessionaire under this Agreement until Concessionaire complies, and/or (ii) Cancellation, termination, or suspension of this Agreement, in whole or in part.

18.4.6 Incorporation of Provisions. Concessionaire will include the provisions of subparagraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the County to enter into any litigation to protect the interests of the County. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

18.5 Affirmative Action. Concessionaire shall undertake, to the extent applicable, an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire further assures that (i) no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E, as amended from time to time, and (ii) it will require that its covered organizations under 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, as part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Concessionaire agrees that state or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, only when they fully meet the standards set forth in 14 C.F.R. 152.409, as amended from time to time.

ARTICLE 19.

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

19.1 Compliance with Part 23. This Agreement is subject to the requirements of U.S. Department of Transportation's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("Part 23"). Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

19.2 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and causes those businesses to similarly include the statements in further agreements.

19.3 ACDBE Goal. The current ACDBE triennial goal for car rental concessions is 1.10% participation (of gross revenue). Concessionaire covenants that it shall make Good Faith Efforts (as defined in Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit the ACDBE Reporting Form as shown in **Exhibit F** each quarter to the County and to provide additional information concerning the participation of certified ACDBE firms to County upon request. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has made Good Faith Efforts in attempting to achieve the goal.

19.4 ACDBE Change. If Concessionaire proposes to terminate, substitute, or modify the participation of an ACDBE joint venture, team member, subcontractor, or sub concessionaire under this Agreement, prior to such change, Concessionaire shall submit for review and prior approval, to the County, reasonable documentation regarding the proposed change in ACDBE participation. Concessionaire shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

Before transmitting to the County a request for a change, Concessionaire shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the County, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the County should not approve the proposed change.

When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Concessionaire must make good faith efforts to find another ACDBE to substitute for the original ACDBE. The Concessionaire shall provide the County with documentation of its good faith efforts within seven (7) days of the County's request, which may be extended for an additional seven (7) days upon request of the Concessionaire.

19.5 Breach of ACDBE Obligations. Concessionaire's failure to carry out its ACDBE obligations shall constitute a material breach of this Agreement that may result in termination of this Agreement, or such other remedy as deemed appropriate by the County.

ARTICLE 20.

BOND INDENTURE AND SUBORDINATION

County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

County expressly reserves the right to enter into any Trust Indenture or other agreement for the issuance of bonds or financing of capital projects at the Airport, and Concessionaire agrees that this Agreement and all rights granted to Concessionaire hereunder shall be subject to any such lien and provisions of the pledges, transfers, hypothecations, or assignments made by County in any such trust indenture or financing agreement. County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds or financing, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

This Agreement and all rights granted to Concessionaire hereunder shall be subordinated to any future mortgage, indenture, or ground lease given to secure or provide for payment of bonds or other financing, and all amendments thereto. This provision shall be self-operative, and no other writing shall be required effect such subordination. However, upon the request of the County's lender or bond trustee, Concessionaire shall execute and deliver a subordination, non-disturbance, and attornment agreement in a form reasonably satisfactory to said lender or bond trustee.

With respect to bonds on which the interest is intended to be excludable from gross income for Federal income tax purposes under the Internal Revenue Code of 1986 as amended or superseded, Concessionaire shall:

- (a) not use, without the prior written consent of County, any portion of the Concession Premises for any purpose other than the purpose set forth in Article 2 hereof, and facilities functionally related and subordinate to such airport facility that are of a character and size commensurate with the character and size of such airport facility, excluding any lodging facility or any retail business (including food and beverage facilities) in excess of a size necessary to serve Concessionaire's invitees, any office building (excluding office space in the improvements for use by Concessionaire), any industrial park or manufacturing facility, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and
- (b) immediately cease and desist from any action with respect to the use of the Airport, to the extent such action is described in a written notice delivered by County as an action that, pursuant to the written advice of County's bond counsel or the Internal Revenue Service, may adversely affect the treatment of interest on any such bond as excludable from gross income for federal income tax purposes.

ARTICLE 21.
MODIFICATIONS FOR GOVERNMENTAL AUTHORITY GRANTING OF FUNDS

In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Concessionaire shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required and reasonable attorney's fees and costs related to Concessionaire's review and execution of such amendments, modifications, revisions, supplements or deletions shall be reimbursed to Concessionaire by the County, provided however, in the event such a modification to the Agreement materially affects the financial terms of the Agreement, such financial terms shall be equitably adjusted.

ARTICLE 22.
SUBORDINATION TO OTHER AGREEMENTS

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and any other Governmental Authority relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended.

ARTICLE 23.
THE COUNTY'S RIGHT TO IMPROVE AIRPORT

The County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Concession Premises and existing vehicle and pedestrian traffic patterns, as County deems appropriate without interference or hindrance by the Concessionaire, and County shall have no liability hereunder to Concessionaire by reason of any interruption to Concessionaire's operations on the Airport occasioned by such County activities. Additionally, possibility of terminal and airfield closures due to construction, security or bad weather might occur. Good faith efforts will be attempted by County to minimize the effects on operations.

ARTICLE 24. AVIGATION EASEMENT

24.1 Aviation Easement. The County hereby reserves from the Concession Premises, for the use and benefit of itself and its successors and assigns, and the operators, owners and users of Aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of Aircraft by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Concession Premises, together with the right to cause in such airspace such noise, vibration, odors, vapors, particulates, smoke, dust and other effects as may be inherent in the operation of Aircraft for navigation of or flight or passage in and through such airspace, and for the use of such airspace by Aircraft for approaching, landing upon, taking off from, maneuvering about or operating at the Airport.

24.2 Prohibited Activities. Concessionaire shall not hereafter use, cause or permit to be used, or suffer use of, the Concession Premises so as: (i) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and any Aircraft; (ii) to adversely affect or impair the ability of operators of Aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or (iii) to cause glare in the eyes of operators of Aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of Aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, Concessionaire shall be permitted to construct and maintain such improvements and to utilize all lighting, finishes and building materials as shall have been submitted to and approved by the County; and Concessionaire, for itself and their respective assigns, subtenants and legal representatives (collectively, the "Releasing Parties"), hereby expressly releases and forever discharges the County and its members, directors, officers, employees, agents and representatives from any and all claims, debts, liabilities, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether in tort, contract or otherwise, that the Releasing Parties may now own or hold, or have any time heretofore owned or held, or may at any other time own or hold, by reason of noises, vibration, odors, vapors, particulates, smoke, dust or other effects as may be inherent in the operation of Aircraft and caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement and right-of-way herein reserved; provided, however, that such operation or use is in compliance with Applicable Laws.

ARTICLE 25.

FORCE MAJEURE

25.1 Force Majeure. The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure.

25.2 Notice. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by email or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

25.3 Term and Fees. No event of Force Majeure shall relieve Concessionaire from its monetary obligations under this Agreement, including Tenant's obligations to pay Concession Fees and Rental Fees hereunder, nor shall the Term of this Agreement be extended by any event of Force Majeure.

ARTICLE 26.
NOTICES, APPROVALS, CONSENT, ETC.

26.1 Delivery. All notices, approvals, consents, demands, requests and other communications required or permitted by this Agreement must be in writing to be effective and (i) personally delivered, (ii) sent by a recognized delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, or (ii) email if recipient confirms receipt via reply email (not including auto- out of office replies or auto-generated receipts) to the addresses set forth below:

TO COUNTY:

Gunnison-Crested Butte Regional
519 Rio Grande Avenue
Gunnison, CO 81230 14850
Attn: Airport Director

TO CONCESSIONAIRE:

Avis Rent A Car System, LLC
Attn: Properties and Facilities Department
379 Interpace Parkway
Parsippany, NJ 07054 USA

The person and place to which notices, approvals, consents, demands, requests, and other communications are to be sent may be changed by a party hereto upon written notice to the other. A notice, approval, consent, demand, request, or other communication required or permitted hereunder shall be deemed received and effective (i) on the date it is received by the recipient if sent by personal delivery, or (ii) on the date confirmed received by the recipient via email, or (iii) on the date on which the signature receipt is recorded by the recognized delivery service if it is sent by a recognized delivery service.

26.2 Consent of County. Whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, the County shall have the absolute and unconditional right to withhold its consent or approval, in its sole discretion, and to make such determination or judgment in its sole discretion on the basis of such factors and considerations as it shall deem relevant (including, without limitation, self-interest), except for those circumstances, if any, where this Agreement expressly provides that such consent or approval will not be unreasonably withheld or the County will make such determination or judgment reasonably.

26.3 Authority of Airport Director. The Airport Director is the designated airport representative of the County and whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, such consent, approval, or determination must be made to the County through the Airport Director.

ARTICLE 27. MISCELLANEOUS

27.1 Independent Contractor. Concessionaire shall, at all times during the Term of this Agreement, or any extensions hereof, be regarded as an independent contractor, and Concessionaire shall not at any time act as agent for or of the County.

27.2 No Exclusive Rights. Nothing in this Agreement shall be deemed to grant Concessionaire any exclusive right or privilege within the meaning of Title 49 USC Section 40103(e).

27.3 Most Favored Nations Provision. The County agrees that it shall not, during the Term of this Concession Agreement, enter into any agreements with any other on-Airport Concessionaire under terms and conditions more favorable than those contained herein.

27.4 Non-Interference. Concessionaire shall, at all times, conduct its operations so as not to interfere with, impinge upon, delay, or hinder the operations of the County, the Airport, or any other Concessionaire operating in or at the Airport.

27.5 Non-exclusive Remedies. It is understood and agreed that the rights and remedies of the County and the Concessionaire specified are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either party hereto.

27.6 Nonwaiver of Rights. The waiver of any breach, violation, or default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

27.7 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties and cancels and supersedes any prior contract or agreement between the parties hereto and it may only be amended as provided for herein and in writing signed by each of the parties. The Request for Proposals, including all issued addenda, and questions and answers, are hereby incorporated into and made a part of this Agreement.

27.8 Choice of Law. This Agreement shall be governed and interpreted by and according to 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.

27.9 Time is of the Essence. Time is of the essence for the performance of the Concessionaire's obligations under this Agreement.

27.10 Successors and Assigns of Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto but this provision shall not be considered a consent by County under Article 16 of this Agreement.

27.11 Severability. If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties. All rights and remedies available to the parties under this Agreement shall be cumulative and in addition to all other rights granted the parties at law or in equity.

27.12 Forfeiture. No cancellation or termination of this Agreement in accordance with the rights

of either party under this Agreement to cancel or terminate shall be considered a forfeiture, such rights being

a part of the consideration for this Agreement and of the essence hereof.

27.13 Quiet Enjoyment. County agrees that, so long as Concessionaire is paying in accordance with the Agreement and performing its other obligations under this Agreement, Concessionaire will peaceably and quietly have, hold, and enjoy the Concession Premises throughout the Term.

27.14 Attorney's Fees. The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in any lawsuit brought with respect to this Agreement.

27.15 Authority to Sign. Each individual signing below on behalf of a party certifies by signing that he or she is properly authorized to sign this Agreement and to fully bind the party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By:

Laura Pucket-Daniels, Chairperson

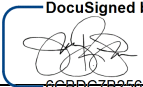
Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Attest

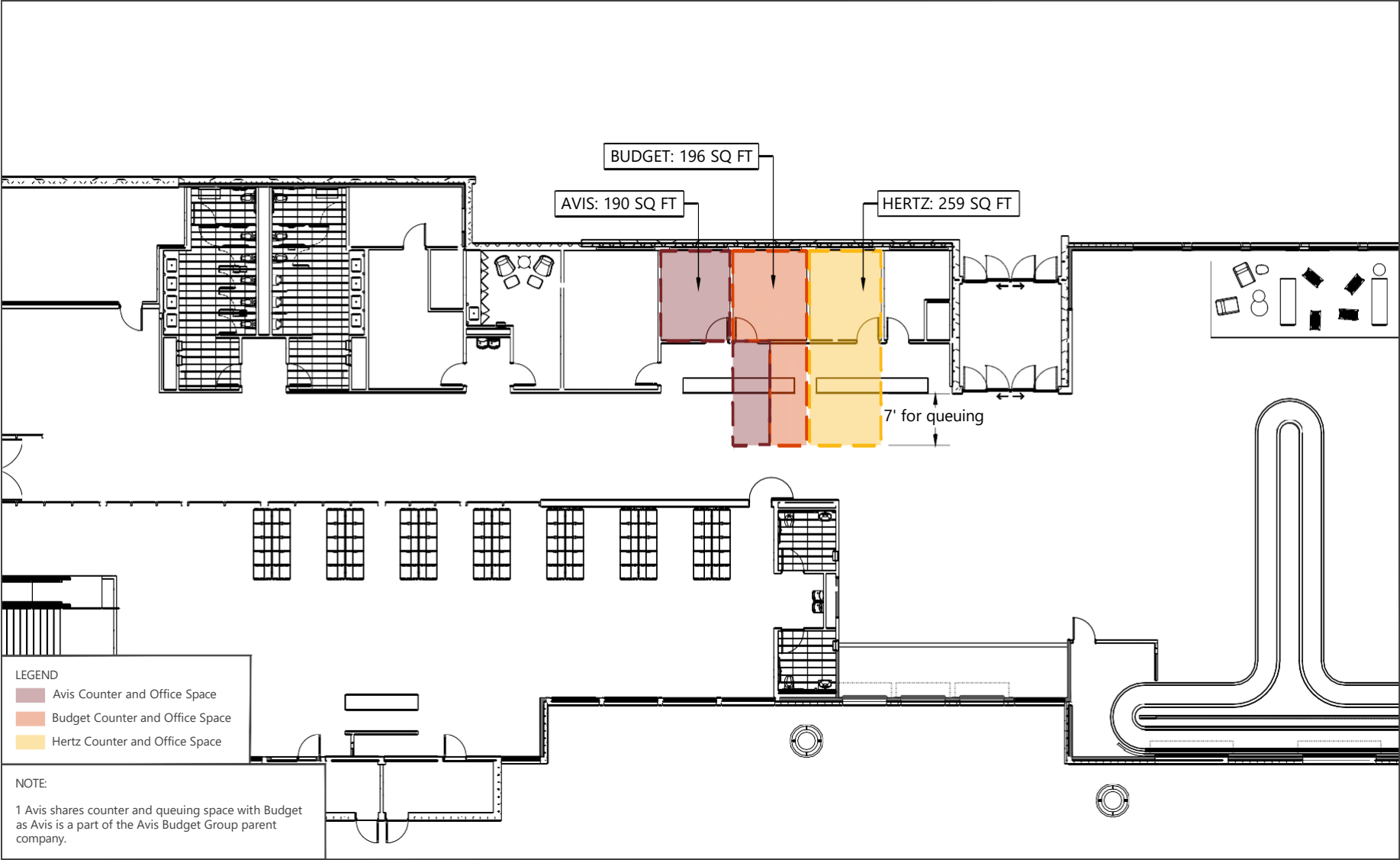
Deputy County Clerk

AVIS RENT A CAR SYSTEM, LLC

By: 
6CBB07B2567D4B6...
Jeffrey Luna

Vice President
Title: _____

EXHIBIT A
RENTAL CAR COUNTERS



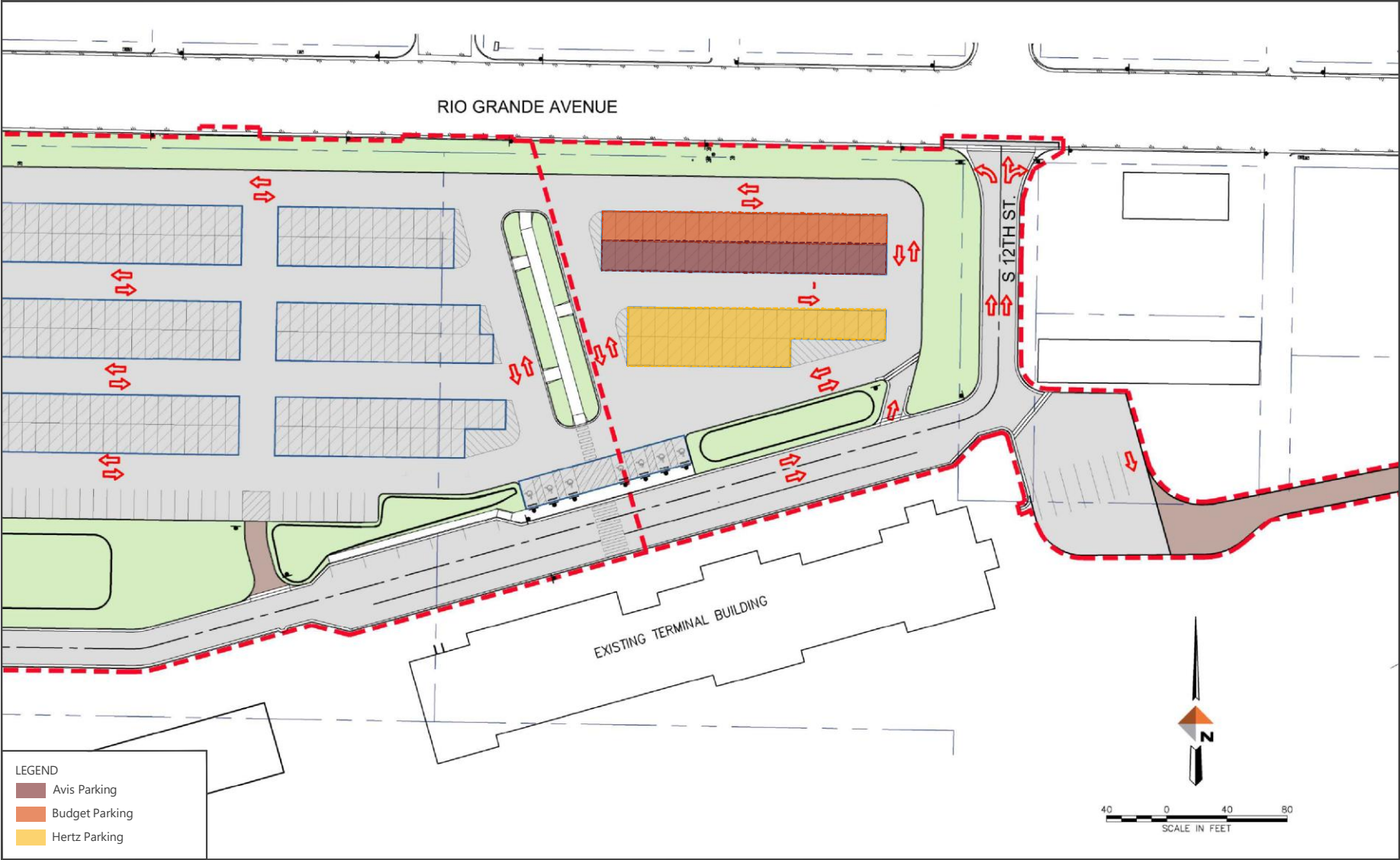
SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, February 7th, 2024.

EXHIBIT A



RENTAL CAR COUNTERS

EXHIBIT B
RENTAL CAR PARKING LOT



SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, March 6th, 2024.

EXHIBIT B



RENTAL CAR PARKING AREAS

EXHIBIT C
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
ON-AIRPORT LICENSEE MONTHLY STATEMENT OF GROSS REVENUES AND
CUSTOMER FACILITY CHARGE REVENUE

Date: _____

Period Covered (Month/Year): _____

Rental Car Company: _____

Gross Revenue Statement

Gross Revenues: \$ _____

10% of Gross Revenues: \$ _____

Customer Facility Charge Statement

Total Number of Vehicle Contracts: _____

Total Number of Vehicle Contract Days: _____

Total CFC Collections: \$ _____

Certification by Licensee's Chief Financial Officer or the Chief Financial Officer's designee:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Remit by the 20th day of each month to:
Gunnison-Crested Butte Regional Airport

EXHIBIT D
CIVIL RIGHTS

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision obligates Concessionaire for the period during which the property is used or possessed by Concessionaire and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, Concessionaire for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of

1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against 8 minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

3. Concessionaire, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3)

that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Concessionaire had never been made or issued.

4. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:
 - a. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - b. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
 - d. Information and Reports: Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of Concessionaire noncompliance with the non-discrimination provisions of this Agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- f. Incorporation of Provisions: Concessionaire will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Concessionaire will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the County to enter into any litigation to protect the interests of the County. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States

EXHIBIT E
STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

1. Civil Rights Non-Discrimination

- 1.1. CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual identity and gender orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as CONCESSIONAIRE. This provision obligates CONCESSIONAIRE for the period during which the property is used or possessed by CONCESSIONAIRE and the County remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 1.2. During the performance of this Agreement, CONCESSIONAIRE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended.

2. Subordination

- 2.1. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the County and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport

Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time.

- 2.2. This Agreement is subordinate to any bond ordinance, indenture or covenant made by the County with respect to the Airport prior to or during the term hereof and, in the event of a conflict, the requirements of the ordinance, indenture or covenant shall control.
- 2.3. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or require affecting the control, operation, regulation, and taking over of the Airport.

3. Protection of the Airport

- 3.1. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the CONCESSIONAIRE, and without interference or hindrance.
- 3.2. CONCESSIONAIRE shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the County provides notice to the FAA pursuant to FAR Part 77 in connection with the Agreement, CONCESSIONAIRE shall cooperate fully by, for example and without limitation, providing all relevant information as may be required by the County or FAA in connection with the notice.
- 3.3. CONCESSIONAIRE shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. CONCESSIONAIRE acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. CONCESSIONAIRE shall comply with any conditions, limitation, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.
- 3.4. The County reserves for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the leased premises. This public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. CONCESSIONAIRE agrees that the normal operation of the

Airport and aircraft shall not constitute interference with CONCESSIONAIRE's rights hereunder.

- 3.5. CONCESSIONAIRE by accepting this Agreement expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the CONCESSIONAIRE

EXHIBIT F
ACDBE QUARTERLY REPORTING FORM

REPORT OF CERTIFIED ACDBE FIRMS
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)

Name of Airport: Gunnison-Crested Butte Regional Airport

Fiscal Year: _____

Airport Concession: _____

Preparer: _____

Telephone Number: _____

Date: _____

List below each ACDBE that participated in a concession during the preceding fiscal year. If no ACDBE firm participated, write “NONE” below.

Name of ACDBE Firm _____

Address _____

City _____ State _____ Zip _____

Contact Email: _____ Phone: _____

Concession Type:	☐ Concessionaire	☐ Sub concessionaire	☐ Supplier
	☐ Joint Venture Partner	☐ Management Contract	☐ Other
Business Type: Non Car Rental:	☐ News & Gifts	☐ Food & Beverage	☐ Wireless Services
	☐ ATM	☐ Vending	☐ Luggage Carts
	☐ Jewelry	☐ Accessories	☐ Janitorial
	☐ Insurance	☐ Parking Management	☐ OTHER
Car Rental:	☐ Insurance	☐ Uniform	☐ Vending
	☐ Gas / Oil	☐ Office Supplies	☐ OTHER

Estimated gross receipts (Goods & Services) for this reporting period: \$ _____

Type of Disadvantage Group:

☐ Black	☐ Hispanic	☐ Native American	☐ Asian-Indian American
☐ Asian-Pacific American	☐ Non-Minority Woman	☐ Other Disadvantaged	

EXHIBIT G

**CONCESSIONAIRE OPERATING AREA MAINTENANCE
RESPONSIBILITIES**

	County	Concessionaire
Rental Car Service Counter/Office Space		
Shell Building (structural, mechanical & electrical)	x	
Monthly Utility Costs (electrical, water, sanitary sewer, and natural gas)	x	
General Maintenance (HVAC & fire suppression)	x	
Janitorial Services		x
Monthly data & telecommunications services		x
Overall Cleanliness & Appearance		x
Cleaning of Floors, Walls, Ceilings & Surfaces		x
Carpet Cleaning (Minimum of Twice per Year)		x
Proprietary Operating Systems, furnishings, signage, fixtures, & equipment specific to Concessionaire		x
Disposal of Trash, Refuse, Debris and Recycling		x
Parking Spaces (Ready/Return)		
Repair and maintenance of paved surfaces	x	
Pavement Markings	x	
Common Area Lighting	x	
Directional Signage	x	
Code-required Signage	x	
Landscape Maintenance	x	
Monthly Utility Costs – electrical	x	
Stormwater management system	x	
Parking Space Stall Signage & Concessionaire Branding		x
Snow and Ice Control		x
Snow and Ice Removal		x

EXHIBIT H INSURANCE REQUIREMENTS

1. Concessionaire 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, Concessionaire 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, Concessionaire 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, Concessionaire 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 Concessionaire 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).
2. 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 Concessionaire's breach of this Agreement or of any of the County's rights or remedies under this Agreement.
3. 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

Concessionaire. Concessionaire 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.

4. For all coverages required under this Agreement, Concessionaire'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 Concessionaire. Concessionaire 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.
5. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Concessionaire to the County under this Agreement. The Concessionaire 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.
6. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Concession, Lease, and Operating Agreement for a N

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Budget Rent A Car System, Inc.

Term Begins: 06/01/2025

Term Ends:

Grant Contract #:

Summary:

New lease agreement with Budget Rent A Car System to operate a rental car concession at the Gunnison Airport.

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/31/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

**Concession, Lease, and Operating Agreement
for a Non-Exclusive
On-Airport Automobile Rental Concession at
Gunnison-Crested Butte Regional Airport
between the
County of Gunnison and
Budget Rent A Car System, Inc.
June 1, 2025**

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CONCESSION, LEASE, AND OPERATING AGREEMENT FOR A NON-EXCLUSIVE ON-AIRPORT AUTOMOBILE RENTAL CONCESSION

This CONCESSION, LEASE, AND OPERATING AGREEMENT is made and entered into as of the Effective Date _____ by and between the COUNTY of GUNNISON (“County”) and Budget Rent A Car System, Inc., a Delaware limited liability company and automobile rental car company (“Concessionaire”), authorized to conduct business in the State of Colorado under the following brand or trade name(s) BUDGET (“Brand Name”).

RECITALS

WHEREAS, the County operates the airport situated in Gunnison County, Colorado, known as Gunnison-Crested Butte Regional Airport, located at 519 Rio Grande Ave, Gunnison, Colorado 81230 (“Airport”); and

WHEREAS, on-airport automobile rental services at the Airport are necessary for the proper accommodation of customers arriving at and departing from the airline passenger terminal at the Airport; and

WHEREAS, the County wishes to grant rights to operate automobile rental businesses at the Airport (“Automobile Rental Concession”) from qualified automobile rental service providers for the right to operate such businesses; and

WHEREAS, the County wishes to award, and Concessionaire wishes to accept a non-exclusive Automobile Rental Concession under the terms hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants in this Agreement, County does hereby award to Concessionaire and Concessionaire does hereby accept from County certain rights and privileges on and in connection with the Airport, along with the obligations described herein, and County and Concessionaire do furthermore agree to the following:

ARTICLE 1. DEFINITIONS

Unless the context shall clearly indicate otherwise, the terms defined in this Article shall, for all purposes of this Agreement, have the following meanings. The following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined below.

1.1 Agreement Year shall mean each twelve (12) month period during the Term of the Agreement beginning on June 1, 2025 and any anniversary thereof during the Term.

1.2 Airport Concession Disadvantaged Business Enterprise (ACDBE) shall mean a business, whether it is a corporation, sole proprietorship, partnership, or joint venture, certified as an airport concession disadvantaged business enterprise in accordance with 49 CFR Part 23.

1.3 Aircraft shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air.

1.4 Agreement shall mean this Concession, Lease, and Operating Agreement between the Parties as described in this Agreement including all exhibits, attachments, appendices, schedules, and subsequent amendments thereto.

1.5 Airport shall have the meaning set forth in the above Recitals.

1.6 Airport Director shall mean the current director of the Gunnison-Crested Butte Regional Airport or his or her designated representative.

1.7 Airport Rules and Regulations shall mean those rules, procedures and regulations promulgated by the County from time to time for the orderly use of the Airport, as the same may be amended, modified, or supplemented from time to time. The Airport Rules and Regulation can be found on the County website.

1.8 Airport Security Plan shall mean a program developed by the County for the maintenance of the safety and security of the Airport and Persons using the Terminal or any other portion of the Airport premises, as it may be amended, modified, or revised by the County from time to time.

1.9 Applicable Laws shall mean all present and future applicable laws, ordinances, orders, directives, rules, codes and regulations of all Governmental Authorities and all present and future grant assurances provided by the County to any Governmental Authority in connection with the County's ownership or operation of the Airport, as the same may be amended, modified or updated from time to time, applicable decisional law (including, without limitation, judicial or administrative interpretations, orders and judgments) and the Airport Rules and Regulations.

1.10 Automobile Rental Concession shall have the meaning set forth in the above Recitals.

1.11 Brand Name shall mean the name, logo, acronym or other unique identification by which the Concessionaire identifies itself to the public and distinguishes itself from other vendors.

1.12 Capital Additions shall mean all improvements, structures, fixtures, shelving, cabinets, counters, wires and conduits, equipment, lighting, signage, furniture decorations and such other infrastructure and materials installed by Concessionaire in, on or within the Concession Premises for operation of the Automobile Rental Concession.

1.13 Code of Federal Regulations (CFR) shall mean the codification of the general and permanent rules published in the United States Federal Register by the executive departments and agencies of the United States Federal Government.

1.14 Commencement Date shall mean June 1, 2025.

1.15 Concessionaire shall have the meaning set forth in the first paragraph of this Agreement.

1.16 Concession Fee shall mean the greater of ten percent (10%) of Gross Revenue or the Minimum Annual Guarantee (MAG).

1.17 Concession Premises shall mean those areas at the Airport to which the Concessionaire is granted rights to occupy under this Agreement as more specifically detailed in Article 4.1.

1.18 Concession Recovery Fee shall mean a separate statement of and charge for the Percentage Fee on Airport Customer invoices or rental agreements, which is not required, but will not be prohibited by the County as further defined in Article 5.1.

1.19 Customer Facility Charge or "CFC" shall mean the fee imposed by the County for each of Concessionaire's Customers for the finance, design, construction, and operation of consolidated airport facilities constructed by or on behalf of the airport operator or its governing entity to be jointly used by all rental vehicle companies operating at an airport pursuant to a concession agreement between the airport operator and a rental car company.

1.20 County shall mean Gunnison County, Colorado, who has the ownership, custody, control and management of the Airport.

1.21 Customers shall mean all automobile rental customers that are related or connected in any way to the Airport including without limitation enplaning, deplaning, or connecting airline passengers; employees of companies operating at the Airport; and enplaning, deplaning, or connecting passengers at the Airport's general aviation facilities. Any automobile rental customer that has passed through the Airport within the previous 24 hours is presumed to be an Airport Customer.

1.22 FAA shall mean the United States FAA, and any successor agency, office, or department thereto.

1.23 Force Majeure shall mean act and events not within the reasonable control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure includes without limitation: strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, acts of domestic or foreign terrorism, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. Force Majeure does not include economic or other conditions which affect a party's cost, but not its ability, to perform.

1.24 GAAP shall mean generally accepted accounting principles consistently applied.

1.25 Governmental Authority shall mean each federal, state, and municipal government, authority and agency and its respective agencies, departments, authorities, and commissions. "Governmental Authority" shall specifically include, without limitation, the County, Gunnison County

Government, State of Colorado, the United States Department of Transportation, the FAA, FTC, DHS, and the TSA.

1.26 Liabilities shall mean liabilities, contingent liabilities, claims, potential claims, costs, judgments, penalties, fines, losses, orders, and the like, including without limitation: (1) damages for the loss or restriction or use of rentable or usable space or of any amenity of the Airport; (2) sums paid in settlement of claims, liabilities, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees); (3) damages caused by the breach or non-performance by the Concessionaire of any covenant or other provision of this Agreement; and (4) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work necessary should the Concessionaire fail to comply with provisions of this Agreement; and (5) rents, fees, or other monetary obligations owed by the Concessionaire to the County.

1.27 Market Share shall mean the percentage of Concessionaire's Gross Revenues during any Agreement Year, as reported by Concessionaire to the County for the payment of the Concession Fee, as compared to the total Gross Revenues of all Automobile Rental Concessionaires for the designated consecutive twelve (12) month measurement period.

1.28 Partial Taking means a condemnation or taking by exercise of the power of eminent domain by, or conveyance in lieu thereof to, a Governmental Authority (other than the County) of any part of the Premises that does not constitute a Total Taking.

1.29 Plans and Specifications shall mean the completed set of architectural working plans, drawings and specifications and engineering drawings and specifications prepared by Concessionaire's Architect/Engineer of record for the construction and installation of Capital Additions.

1.30 Rental Car Parking Lot shall mean the area used by Concessionaire for parking of rented automobiles for its Customers as more specifically set forth in Article 4.1.

1.31 Rental Car Service Counter shall mean the service counter and office space area or areas of the Terminal Building where Concessionaire shall conduct concession operations at the Airport as more specifically identified in Article 4.1.

1.32 Shall means an imperative command; has a duty to or is required to.

1.33 Structure shall include pavement, gravel, buildings, storage facilities, above or below grade, or any other item installed by the County or Concessionaire, which does not naturally occur upon the Airport.

1.34 Term shall mean the Initial Term and Extended Term (if extended).

1.35 Terminal Building shall mean the facilities at the Airport, existing or under construction as of the date of this Agreement, known individually as ticketing and baggage claim; security screening; non-public areas used for the purpose of enplaning and deplaning Airport passengers and all future expansions thereof.

1.36 Total Taking means a condemnation or taking by exercise of the power of eminent domain by, or a conveyance in lieu thereof to, a Governmental Authority (other than the County) of (1) all of the Concession Premises, (2) fifty percent (50%) of the square footage of the Concession Premises, or (3) such a substantial portion of the Terminal Building as to render the Airport inoperable.

1.37 TSA shall mean the United States Transportation Security Administration, and any successor agency, office, or department thereof.

1.38 Yearly Financial Statement means Concessionaire's annual report and statement of Gross Revenues which shall specify in detail in accordance with the Yearly Financial Statement requirements set forth in this Agreement, all Gross Revenues associated with the Concessionaire's operation at the Airport certified by an independent certified public accounting firm acceptable to County or the Concessionaire's Chief Financial Officer acknowledging that such documentation is accurate and complete based on such Chief Financial Officer's examination of the books, accounts, and records of Concessionaire.

ARTICLE 2.

OPERATING RIGHTS, PRIVILEGES, AND OBLIGATIONS OF CONCESSIONAIRE

2.1 Grant of Operating Rights and Privileges.

2.1.1 Automobile Rentals. Concessionaire shall have the right and obligation to rent non-chauffeured automobiles to Airport Customers. In conjunction with its concession operation, Concessionaire may: (a) offer personal accident insurance, personal effects insurance, and other insurance related to travel by car or the rental and use of Concessionaire's automobiles; (b) rent or sell other services or personal property approved in writing by the County, provided that (1) the services or personal property must be of a type that customarily are offered for sale or rent at other comparably-sized airports and (2) the sale or rental of the services or personal property must not conflict with a concession right or privilege of another Airport concessionaire.

2.1.2 Other Concessions. Concessionaire must have the County's prior written consent before engaging in any concession not expressly and specifically permitted by this Agreement, including but not limited to the sale of food, beverages, maps, or newspapers, and may be required as a condition of that consent to pay the County a fee, which may include, but is not necessarily limited to, a percentage of gross revenue from the concession.

2.1.3 Rights of Ingress and Egress. Concessionaire shall have the right of ingress to and egress from its Concession Premises over public walkways and roadways. Concessionaire shall have the right to use common use roadways, following established speed and safety signage. Concessionaire's rights of ingress and egress and use of common use roadways shall be subject to all Applicable Laws and to regulations established by the County.

2.1.4 Non-Exclusive Concession. The concession rights granted by this Agreement are non-exclusive. In the event of a vacancy, the County may grant similar automobile rental concession rights to others during the Term of this Agreement.

2.2 Operating Obligations.

2.2.1 Automobile Rentals. Concessionaire shall operate an Automobile Rental Concession continuously during the term of this Agreement and shall operate it in a first-class manner to serve passengers and other Airport users.

2.2.2 Adequate Numbers of Automobiles. Concessionaire shall maintain on hand at the Airport an adequate number of automobiles to meet all reasonably foreseeable rental demands. The model year of the automobiles shall not be more than two (2) years older than the current model year. All automobiles shall be maintained in good mechanical condition, and shall be kept clean, neat, and attractive inside and out. The County may disapprove any automobile provided by Concessionaire for public use at the Airport if the automobile fails to comply with the requirements of this Agreement. Upon receipt of the County's written notice of disapproval with a statement of grounds, Concessionaire shall immediately withdraw the disapproved automobile(s) from use as rentals at this Airport and shall not return the automobile(s) to rental use at the Airport until the grounds for disapproval have been eliminated to the County's satisfaction.

2.2.3 Hours of Operation. Concessionaire shall provide customer service personnel

and automobile rental services at the Rental Service Counter seven (7) days per week, from a time each day at least thirty (30) minutes before the first scheduled airline departure or the time of the first scheduled airline arrival, whichever occurs earlier, to a time thirty (30) minutes after the actual time of the last airline arrival or the time of the airline departure, whichever occurs later. The County, upon Concessionaire's written request, may authorize deviations from the requirements of this subsection. The schedule of business hours so established is subject to periodic review by the County or upon written request from Concessionaire. As a result of any such review, the County may require an expansion or allow a reduction of the hours of operation as public demand requires.

2.2.4 Quality of Service. Concessionaire shall furnish prompt, courteous, and efficient service on a fair, reasonable and nondiscriminatory basis to any member of the public. Concessionaire shall keep the Concession Premises in a safe, clean, orderly, and inviting condition. All services and property sold or rented by Concessionaire must conform in all respects to federal, state, County and municipal laws, ordinances, and regulations, and to any applicable rules adopted by the County. Concessionaire shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to Airport Customers, visitors, or other tenants at the Airport.

2.2.5 Manager. Concessionaire shall engage a full-time automobile rental concession manager who: (1) is qualified and experienced; (2) has full authority to control the day- to-day operation of the automobile rental concession at the Airport; and (3) has authority to respond to and clean up a Hazardous Substance Release in a timely and appropriate manner (4) has authority to respond to accidents, both with personnel and property. The manager or the manager's designee shall be stationed at the Airport and shall be present at the Airport between 8 a.m. and 5 p.m. Monday through Friday. In the manager's absence, a subordinate shall be in charge and present at the Airport.

2.2.6 Staff. Concessionaire shall employ a sufficient number of trained personnel to handle customer service, automobile maintenance, automobile handling, and office and administrative duties necessary for the efficient and effective operation of the Automobile Rental Concession.

2.2.7 Staff Conduct. Concessionaire shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Concessionaire's officers, agents, employees, and representatives shall comply with all Airport rules and regulations, shall not act in a manner which will constitute a public or private nuisance, or which will disrupt the safe, efficient, and normal operations of the Airport and shall strictly observe all posted speed limits and other traffic and safety signs. Employees on duty shall wear uniforms or appropriate business attire. Uniforms and business attire shall be kept neat, orderly, and clean. Customer service personnel, Service Facility service personnel, and attendants shall be trained by Concessionaire to render high quality, courteous, and efficient service. Concessionaire shall closely supervise service personnel to assure a high standard of service to rental car customers. Upon receipt of a written objection from the County concerning the conduct of Concessionaire's officers, agents, employees, contractors and representatives, Concessionaire shall promptly meet with the County's representative to discuss the basis for the objection and take steps to eliminate the conduct, including if necessary the initiation of steps that could lead to the discharge of the offending employee in accordance with Concessionaire's employment policies and any applicable collective bargaining agreements.

2.2.8 Solicitation Prohibited. Concessionaire shall not permit its agents or employees to use pressure sales tactics or to overtly solicit for automobile rentals or related services offered by Concessionaire under this Agreement. The County shall be the sole judge of whether conduct amounts to a violation of this subsection. Upon written notice from the County, Concessionaire shall take all necessary steps to eliminate conduct in violation of this subsection and to prevent its recurrence.

2.2.9 Relationship with Competitors. Concessionaire shall maintain cooperative, albeit competitive, relationships with its competitors at the Airport, and shall not engage in open, notorious, or public disputes, disagreements, or conflicts with competitors that would tend to interfere with quality of the Automobile Rental Concessions at the Airport as a whole.

2.2.10 Diversion of Customers Prohibited. Concessionaire shall not divert or allow the diversion of any prospective Customers from the Airport to another location. If any such diversion does occur, the diverted transaction shall be deemed to have occurred at the Airport. In the event that Concessionaire establishes, owns, operates, or manages during the term hereof any rental car operations within two (2) miles of the Airport, it agrees to make all books, records, and other pertinent documents of such rental car operations available for audit by the County and/or its designated representative to ensure compliance with this provision.

2.2.11 Signs. Concessionaire shall not erect, install, nor permit upon the Concession Premises any sign or other advertising device without first having obtained the County's prior written consent, which may be withheld in its sole discretion. Concessionaire shall remove all signs and sign hardware upon expiration or termination of this Agreement and restore each sign location to its former state, unless the County elects to retain all or any portion of the sign or signage.

2.2.12 Compliance with Applicable Laws and Airport Rules and Regulations. Concessionaire shall comply with all Applicable Laws and Airport Rules and Regulations in its operations at the Airport. Concessionaire shall be responsible for the compliance of its officers, agents, employees, contractors and representatives with all Applicable Laws and Airport Rules and Regulations.

2.2.13 Drug-Free Workplace. The County operates a drug-free workplace program in accordance with the County's policies and procedures. Upon request, Concessionaire hereby agrees to submit an affidavit not less than annually, while this Agreement is in effect, certifying that Concessionaire operates a drug-free workplace program, or other drug or alcohol testing program, containing requirements at least as stringent as those of the program operated by the County.

2.2.14 Branding. Concessionaire may only conduct business at the Airport pursuant to this Agreement under the Brand Name and no other Brand Name shall be used or displayed by Concessionaire at the Airport. If Concessionaire's right to use the Brand Name arises under a license or franchise agreement, Concessionaire represents and warrants to the County that Concessionaire has been granted the right to use any such Brand Name for the entire Term of this Agreement, pursuant to a franchise or license agreement (the "Franchise Agreement") with the Brand Name owner (a "Franchisor or Licensor"). At the County's request, Concessionaire agrees to provide the County with a copy of the Franchise Agreement and reasonable evidence that such Franchise Agreement remains in full force and effect. Concessionaire agrees that a Franchisor's or

Licensor's termination of Concessionaire's right to use Brand Name, shall constitute an Event of Default under this Agreement.

2.2.15 Disincentive Fees. The following table sets forth a schedule of Disincentive Fees for Concessionaire's violations of the operating standards or failure to adhere to contractual requirements contained in this Agreement. These Disincentive Fees shall be in addition to all other rents and fees required by Article 5.1 or any other provisions of this Agreement. All Disincentive Fees shall be paid in full within ten (10) calendar days of the date of written notice from the County.

<u>Infraction</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Parking/Storage of vehicles in areas other than Concessionaire's Premises depicted in Exhibits B & C	\$15 per day per vehicle		
Parking or storage of any vehicles in areas marked as a Fire Lane as set by the Fire Marshall.	Cited by Fire Marshall Plus \$15 per day per vehicle		
Conducting any vehicle maintenance or cleaning activities in Concessionaire's Ready and Return Parking Areas.	Written Warning	\$250 per incident	\$500 per incident
Storing any items other than Concessionaire's rental vehicles. Incidental items required by Concessionaire (i.e. child car seats, etc.) are permitted to be stored in Concessionaire's Premises	Written Warning	\$100 per incident	\$250 per incident
Failure to maintain any portion of Concessionaire's Premises in a safe clean, neat, and orderly condition; or allowing any accumulation of rubbish, trash, or other waste materials in or about the Concessionaire's Premises.	Written Warning	\$100 per incident	\$250 per incident
Generation or accumulation of debris or dust that results in the blowing of debris or dust about, within, or from the Concessionaire's Premises to other parts of the Airport.	\$50 per incident	\$150 per incident	\$500 per incident
Noncompliance with ACDBE reporting requirements	Written Warning	\$100 per incident	\$250 per incident
Failure to comply with Article 2.2.3 Hours of Operation	Written Warning	\$100 per incident	\$250 per incident
Failure to comply with Article 2.2.7 Staff Conduct	Written Warning	\$100 per incident	\$250 per incident
Failure to timely and accurately submit the Gross Monthly Reporting Form (Exhibit C)	Written Warning	\$250 per incident	\$500 per incident

**ARTICLE 3.
TERM OF AGREEMENT**

3.1 Initial Term. The initial term (“Initial Term”) of this Agreement shall be for Three (3) years, commencing on June 1, 2025, the Commencement Date, and expiring May 31, 2028.

3.2 Extended Term. The Initial Term may be mutually extended for one (1) two (2)-year periods commencing on the day following the expiration of the Initial Term (“Extended Term”), by written notice at least one (1) year prior to the expiration of Initial Term by County to Concessionaire or by Concessionaire to the County.

3.3 Holding Over. In the event Concessionaire holds over after the expiration of the Term, the Term shall not be deemed to have been renewed, but instead, this Agreement shall constitute a month-to-month lease, terminable by either party upon thirty (30) days advance written notice and on the same terms and conditions as set forth in this Agreement in so much as they are applicable to a month-to-month lease.

ARTICLE 4. CONCESSION PREMISES

4.1 Concession Premises. The County hereby assigns to Concessionaire, and Concessionaire hereby accepts, for Concessionaire's use in association with conducting the Concession, the following areas (collectively the "Concession Premises"):

4.1.1 Rental Car Service Counter. Concessionaire shall have the use of that counter and office space in the Terminal Building designated on the attached drawing hereinafter referred to as **Exhibit A** consisting of 196 square feet of space. Concessionaire may use its Rental Car Service Counter space for customer rental, return, and related transactions approved by the County, and for an administrative office. The County reserves the right, in its reasonable discretion, to relocate the Rental Car Service Counter to a comparable space, upon one-hundred twenty (120) days advance written notice to Concessionaire. In the event that County exercises its right to relocate Concessionaire's Rental Car Service Counter, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers. In connection with the Rental Car Service Counter Space, the County will furnish heat, ventilation and air conditioning, and electrical convenience outlets not to exceed 25-amp demand in a similar manner as are provided in public areas of the Terminal Building.

4.1.2 Rental Car Parking Lot. Concessionaire shall have the right to use certain assigned parking spaces ("Parking Spaces") within the automobile Rental Car Parking Lot located in the east lot to the north of the Terminal Building respectively as shown on the attached **Exhibit B** (collectively the "Rental Car Parking Lot"). Concessionaire may use its allocated Parking Spaces for: (1) the parking of Concessionaire's automobiles awaiting customer rental at the Airport and (2) the return of rental vehicles. The Parking Spaces is intended for use by rental vehicles only and Concessionaire shall not permit or allow other vehicles, including those owned or operated by employees, the general public or others to park in Rental Car Parking Lot. Violation of parking restrictions can result in the Concessionaire paying fees in Article 2.2.15 "Disincentive Fees." The County shall have the right, in its sole discretion, to determine which specific Parking Spaces shall be assigned to each Concessionaire.

(a) At the end of every second Agreement Year, Concessionaire may request the County to reallocate the Parking Spaces if the Market Share of Concessionaire or any other Concessionaire has changed by more than fifteen percentage points (15%) compared to its Market Share as of May 31, 2024. Should the County determine, in its sole discretion, to reallocate the Parking Spaces it will do so in accordance with the following formula: (i) the total number of Parking Spaces available for all Concessionaires, multiplied by (ii) Concessionaire's Market Share for the previous Agreement Year, rounded down to the nearest whole number. In the event the County approves such reallocation, each Concessionaire shall pay its own costs and expenses associated with such reallocation.

(b) The County reserves the right at any time during the Term of this Agreement, at its sole discretion, upon one hundred twenty (120) days advance written notice to Concessionaire (i) to relocate, increase or decrease the location or size of the Rental Car Parking Lot, and (ii) reallocate, reassign, or increase or reduce the number of Parking Spaces assigned to Concessionaire. In the event that County exercises its right to

hereunder, the County will reimburse Concessionaire for its reasonable moving expenses, which expenses may be reimbursed to the County through Customer Facility Charges collected from Concessionaire's Customers.

(c) The results of any such reallocation, relocation or other modification described above will be reflected in the form of a letter, signed by the County, to be attached to and become a part of this Agreement as an exhibit detailing the reallocated areas and square footages, and changes in the rental fees payable, and the Commencement Date.

4.1.3 Additional Space. If Concessionaire requests additional space during the Term of the Agreement for storage, or other purpose, the County, in its discretion may provide additional space on such terms and conditions as the County deems fit, including without limitation the payment of additional fees.

4.2 Condition of Concession Premises. Concessionaire specifically acknowledges, agrees, accepts, and leases the Concession Premises from the County in an "as is where as" condition. Concessionaire is not relying on any representations or warranties of any kind whatsoever, express or implied from County or its agents, as to any matters concerning the condition of the Concession Premises.

4.3 Rights of Third-Party Ingress and Egress. Concessionaire's use of the Concession Premises is subject to reasonable concurrent ingress and egress by the County and its employees, contractors, and representatives, by the car-renting public, and by third parties for police, fire, safety, construction, maintenance, inspection, and other activities reasonably related to Airport business. Nothing in this subsection shall be deemed to interfere with the County's right to enforce the provisions of this Agreement, including but not limited to Airport Rules and Regulations. Nothing in this subsection shall be deemed to interfere with the County's ability to exercise its police powers.

4.4 Terminal Building. Concessionaire shall have the right to use, in common with others so authorized, the Terminal Building appurtenances, together with all facilities, equipment, improvements, and service which have been or may hereinafter be provided at or in connection with the Terminal Building for common use insofar as the same shall be reasonably necessary for the purposes of the operation of an Automobile Rental Concession.

4.5 Roadways. Concessionaire shall have the right to the joint use with others of the Airport's public roads and driveways necessary in the conduct, operation, and maintenance of Concessionaire's rights hereunder, provided, however, such right does not include the right to use any roads or area requiring security clearance of any road or driveways on any portion of the Airport within and are leased for the exclusive use of any other tenant of the Airport.

4.6 No Further Rights. It is specifically understood that Concessionaire shall have no rights or privileges in any Terminal Building or complex addition that may be constructed in the future by the County, its successors, or assigns.

ARTICLE 5.

CONCESSION FEES, RENTALS, AND RELATED PROVISIONS

5.1 Fees. Concessionaire agrees to pay to the County for the use of the Concession Premises and the rights and privileges herein granted the following rentals, fees, and charges:

5.1.1 Concession Fee. Equal to the greater of: (a) the MAG or (b) ten percent (10%) of Concessionaire's Gross Revenue for the applicable Agreement Year. The Concession Fee shall be paid in monthly installments in accordance with the following schedule: (i) on the first (1st) day of each calendar month, Concessionaire shall pay County an amount equal to one twelfth (1/12th) of the MAG ("Monthly MAG Payment"), and (ii) on the twentieth (20th) day of the following calendar month Concessionaire shall remit to County, the deficiency, if any, between the Monthly MAG Payment and ten percent (10%) of Concessionaire's Gross Revenue for the calendar month ("Monthly Percentage Payment"). The Monthly MAG Payment and the Monthly Percentage Payment for each applicable calendar month shall be referred to herein as the "Monthly Concession Fee Payment").

(a) The MAG payable by Concessionaire shall be Seventy-Five Thousand Five Hundred dollars (\$75,500.00) per Agreement per Agreement Year. Beginning with the second (2nd) Agreement Year and continuing thereafter, the MAG shall be adjusted for each Agreement Year to be an amount equal to eighty-five percent (85%) of the Concession Fee paid in the prior Agreement Year, provided however, in no event, shall the MAG for an Agreement Year ever be less than the MAG for the first (1st) Agreement Year.

(b) Although each new MAG will be effective as of the first (1st) day of each Agreement Year the County will not finalize calculation of the new MAG until sometime thereafter. Once the new MAG has been calculated by the County, based upon information supplied to the County by Concessionaire, the County will send Concessionaire written notice of the new MAG amount ("MAG Adjustment Notice"). Until receipt of the MAG Adjustment Notice, Concessionaire shall continue to calculate and pay its monthly installments of the Concession Fee based on the MAG amount for the prior Agreement Year. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is less than what would have been owed for the same period under the new MAG, then Concessionaire shall then pay the County such amount within thirty (30) days of the date of the MAG Adjustment Notice. If the amount of Concessions Fee paid by Concessionaire for the period between the start of the Agreement Year and the delivery of the MAG Adjustment Notice is more than what would have been owed for the same period under the new MAG, the County will refund or credit Concessionaire for the difference.

(c) In the event that the total number of scheduled deplaning airline passengers at the Airport for any month during the Term of this Agreement declines to a level lower than seventy-five percent (75%) of the number of deplaning passengers for the corresponding month of the previous Agreement Year, Concessionaire's MAG shall be abated by a percentage equal to the percentage decrease in such deplaning passengers, for each month during which deplaning passengers remain at a level less than seventy-five percent (75%) of the deplaning passengers for the corresponding month of the previous Agreement Year. Concessionaire shall continue to pay the Concession Fee for each month

for which the MAG is abated. When monthly deplaning passengers rise to a level at or above seventy-five percent (75%) of passenger deplanements for the corresponding month of the previous Agreement Year, Concessionaire's full MAG shall be reinstated. Any MAG abatements under this Article shall be accounted for as part of the Agreement Year Adjustment under Article 5.1.

(d) The term "Gross Revenue" shall mean all moneys paid or payable to or considerations of determinable value received by the Concessionaire by and through its Customers, after discounts and coupons deducted at the time the rental is returned, for the following items:

- i. All charges, including, but not limited to, time and mileage charges and separately stated fees for rental of automobiles and other related or incidental services, and any other items or services which may be authorized by the Airport, made at or from the Airport, regardless of where the automobiles or services are delivered to or returned;
- ii. All amounts charged to the Customers for insurance offered by Concessionaire incidental to the rental of such automobiles, including, but not limited to, personal accident insurance;
- iii. All charges attributable to any automobiles originally rented at the Airport which are exchanged at any other location of Concessionaire;
- iv. All proceeds from the long-term lease of automobiles from any location on the Airport;
- v. The amount charged to Concessionaire's Customers, and which is separately identified on the rental agreement as an optional charge for waiver by Concessionaire of its right to recover from the Customer for damage to or loss of the automobile rented;
- vi. The amount charged to Concessionaire's Customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by Concessionaire; and
- vii. The amount charged by Concessionaire as a pass through to its Customers of Concession Fees.

(e) Gross Revenue shall not include any of the following items:

- i. Any federal, state, county, or city sales or other similar taxes or surcharges separately stated to and collected from Customers of Concessionaire;
- ii. Any amounts received as insurance proceeds or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion, or abandonment of such automobiles;
- iii. Revenue from the wholesale transfer of salvage vehicles or

for any vehicles sold wholesale;

- iv. All non-revenue rentals to employees of Concessionaire;
- v. The Customer Facility Charge; and
- vi. Carbon Offset Fees;
- vii. "Fees" to include: any amounts received as payment and administration of traffic tickets, red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles;
- viii. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or any other designation or for any other purpose is prohibited.

(f) On or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such Gross Revenue was collected, Concessionaire shall furnish to the County one copy of a monthly Gross Revenue and activity report for such month in a format and detail acceptable to the County ("Monthly Gross Revenue Report"). Concessionaire's Month Gross Revenue Report shall be in the form prescribed by the County, the current form of which is attached as **Exhibit C**. The aforementioned statement shall be certified by a responsible officer of the Concessionaire and shall clearly list all general ledger revenues, a list of each deduction amount, and an explanation depicting how the remitted Gross Revenue is determined.

i. The parties recognize that the County will incur additional administrative costs if Concessionaire is late in providing the Monthly Gross Revenue Report required by this Article or by Article 5.1, and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Concessionaire shall pay the County \$100.00 as liquidated damages each time Concessionaire is more than ten (10) calendar days late in submitting the Monthly Gross Revenue Report. The sums set forth herein as liquidated damages are not a penalty but are reasonable estimates of the costs the County will incur for Concessionaire's non-compliance.

(g) Annual Statement. Within one hundred (120) calendar days after the end of each Agreement Year, Concessionaire shall deliver to the County an Annual Statement of Gross Revenue including a calculation of its Concession Fee ("Annual Statement"). The Annual Statement shall be prepared in accordance with GAAP. Each Annual Statement shall be accompanied by the opinion of an independent certified public accountant ("CPA") or Concessionaire's Chief Financial Officer establishing that the (i) CPA or Concessionaire's Chief Financial Officer has examined the Annual Statement and any supporting documentation in accordance with generally accepted auditing standards and the terms of this Agreement, and using appropriate tests of accounting records and other auditing procedures deemed necessary under the circumstances; and (ii) the Annual Statement fairly presents Concessionaire's Gross Revenue for the Agreement Year in question.

(h) Over or Under payment of Concession Fee. Any overpayment or underpayment of the Concession Fee shall be calculated on an annual basis at the end of each Agreement Year. If an Annual Statement discloses that Concessionaire owes additional amounts to the County for its Concession Fee for the year, Concessionaire shall pay those amounts when it delivers the Annual Statement to the County no later than sixty (60) days of the delivery of the Annual Statement. If an Annual Statement discloses that Concessionaire has overpaid its Concession Fee for the year, County will refund cash or give credit in amount of such overpayment within sixty (60) days of the delivery of the Annual Statement. Upon expiration of this Agreement, cash payment shall be made on any credits then due.

5.1.2 Rental Fees. Concessionaire shall pay the County the following rental fees (“Rental Fees”), due and payable in advance in equal monthly installments on the first (1st) day of each calendar month:

(a) Rental Car Service Counter. Concessionaire shall pay to the County annual rental fees on its Rental Car Service Counter Space for rental of counter space and office facilities at the Airport (“Rental Car Service Counter Rent”). The Rental Car Service Counter Rent for the first Agreement Year is \$34.14 per square foot per annum payable monthly. Rental car service counter rental fees are assigned and due payable in equal monthly installments. The Rental Car Service Counter Rent shall be adjusted by the County after the first Agreement Year of this agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers (“CPI-U”) as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Rental Car Service Counter Rent be less than the Rental Car Service Counter Rent for the preceding Agreement Year. The adjusted Rental Car Service Counter Rent will be rounded to the nearest one cent (\$0.01).

(b) Rental Car Parking Lot Spaces. The Concessionaire shall pay to the County annual rental fees for the Rental Car Parking Spaces (“Parking Space Rent”) located directly north of the main terminal and shown in **Exhibit B** to the assigned to it due and payable in equal monthly installments. The Parking Spaces for the first Agreement Year are currently estimated to be \$35.00 per space payable monthly. The Parking Space Rent shall be adjusted by the County after the first Agreement Year of this agreement and every second (2nd) year thereafter based upon the percentage change in the Consumer Price Index for All Urban Consumers (“CPI-U”) as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be by a percentage equal to the percentage increase of the CPI-U between the published CPI-U for the most immediately available month prior to the Commencement Date of the adjustment and the corresponding CPI-U for the same period thirty-six months previous. Provided however, in no event shall adjusted Parking Space rental fees be less than the Parking Space rental fees for the preceding Agreement Year. The adjusted Parking Space rental fees will be rounded to the nearest one cent (\$0.01).

The Parking Space Rent shall be adjusted by the County at the commencement of the Extended Term to reflect market rates, provided however, the rate of Parking Space Rent in the Extended Term shall not be less than rate during the Initial Term.

5.1.3 Customer Facility Charge (“CFC”). The Concessionaire acknowledges that the County has imposed a Customer Facility Charge or CFC as the term is defined herein.

(a) Calculation of Customer Facility Charge. The method of calculating the Customer Facility Charge and the amount of such Customer Facility Charge shall be determined by the County from time to time in its sole discretion.

(b) Collection and Remittance of Customer Facility Charges. Concessionaire shall collect the Customer Facility Charge from each Customer with which Concessionaire enters into an automobile rental contract at the Airport as determined by the County. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the “Airport Customer Facility Charge.” All Customer Facility Charges collected and/or held by Concessionaire shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Concessionaire’s bona fide marketing plans; and (ii) be held in trust by Concessionaire for the County’s benefit. The County may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Concessionaire. The County anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional rental car concessionaires, The County will provide no less than sixty (60) days advance notice of any change in the CFC rate.

(c) County Property. The CFCs collected by Concessionaire shall be deemed to be the property of the County and shall be held in trust by Concessionaire for the benefit of the County. Concessionaire agrees that the CFCs are not income, revenue, or any other asset to Concessionaire; that Concessionaire has no ownership or property interest in such CFCs; and that Concessionaire hereby waives any claim to a possessory or ownership interest in the CFCs. Concessionaire agrees that it holds such CFCs in trust for the benefit of the County, and that the County (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Concessionaire shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

(d) Remittance and Reporting. All Customer Facility Charges so collected shall be remitted to the County on or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Concessionaire’s authorization to do business at the Airport. The County shall have the right to audit the CFC records upon reasonable notice to Concessionaire.

(e) Accounting Records for Customer Facility Charge. Concessionaire shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Concessionaire and the amount of any Customer Facility Charges remitted to the County. Said records shall be available for inspection and examination by the County or its duly authorized representatives at all times.

5.2 Pass Through of Concession Fee. Concessionaire acknowledges that the Concession Fee payments by Concessionaire to the County under this Agreement are for Concessionaire's right to conduct a rental car concession business at the Airport and access to the Airport market, and that none of those payments reflect a fee that is imposed by the County upon customers renting vehicles from Concessionaire. The County does not require, but will not prohibit, the separate statement of the Concession Fee on customer invoices or rental contracts, provided that Concessionaire meets all the following conditions:

(a) Such fee is titled "Concession Recovery Fee" and shall not exceed 11.11% of Gross Revenue;

(b) Such fee shall be indicated immediately below all concessionable items and not immediately adjacent to taxes on customer invoices;

(c) Concessionaire complies with all Applicable Laws;

(d) Concessionaire shall not identify, treat, or refer to the Concession Recovery Fee as a tax; and

(e) Concessionaire shall not pass through, unbundle, or list any fees (other than a Concession Recovery Fee and Customer Facility Charge) payable to the County as a separate item on its customer invoices, except with the County's written approval.

5.3 Method of Payment and Interest. Payments under this Agreement shall be by wire, draft, or check on a bank authorized to engage in banking in the United States, shall be payable to the County in U.S. dollars, and shall be delivered to the office of the Airport Director, or to any other place designated by the County in writing. Payments shall be made without abatement, offset, or deductions. Payments not received on the date due shall be subject to a late penalty of ten (10%) percent of the amount due, or fifty (\$50) dollars, whichever is more, which shall be added to the principle then due and owing. If still unpaid for 30 days after the delinquency date, a late fee of 1.5% per month will be added. Concessionaire agrees that it shall pay and discharge all costs and expenses, including reasonable attorney's fees, incurred, or expended by County in collection of any delinquent amounts due. Concessionaire shall make payments due under this Agreement automatically, including but not limited to interest accrued on late payments. Lien. Except for its fleet of rental cars, Concessionaire hereby waives the right to claim that any of its property located on the Airport is exempt from execution or attachment, or exempt by any law from the payment of debt; and, except for its fleet of rental cars, all such property shall be subject to and responsible for the payment of the money agreed to be paid by Concessionaire under this Agreement, and for the discharge of any liability created hereby, for which a lien on such property is hereby granted to the County. Concessionaire hereby agrees that it will not remove any of its property from the Airport until any default has been cured or it has been instructed to do so in writing by the County. In addition to all other rights of the County, Concessionaire hereby grants to the County, at any time after ten (10) calendar days' notice, the right to take possession of all property of Concessionaire located at the Airport until the default is cured and a reasonable charge for removal and storage (if applicable) is paid to the County.

5.5 Audits. Concessionaire shall make adequate accounting records, in accordance with GAAP and the requirements of this Agreement, for: (1) all transactions relevant to this Agreement (collectively, “Records”); and (2) all exclusions from Gross Revenue claimed by Concessionaire. For exclusions from Gross Revenue based upon corporate or volume rebates, the Records shall include but not necessarily be limited to:

- (a) a list summarizing all corporate rental totals and related rebates;
- (b) copies of all agreements between Concessionaire and corporate or volume customers establishing the customers’ contractual rights to rebates;
- (c) lists of all individual rental transactions with all corporate or volume customers; and
- (d) copies of all individual rental agreements with all corporate or volume customers.

The records requirements of this Article shall extend to any of Concessionaire’s subsidiaries, partners, joint venturers, and subcontractors. Within ten (10) business days after receiving a written request from the County or the County’s authorized representative, Concessionaire shall make all Records available at Gunnison, Colorado for inspection, auditing, and copying pursuant to this Article.

If either an annual audit or an audit performed by the County discloses an under-reporting of Gross Revenue, Concessionaire shall pay to the County any amounts due under this Agreement, plus interest from the date when the payment should have been made at the County’s then current interest rate charged on overdue accounts. If an audit conducted by the County or at the County’s expense discloses an under-reporting of Gross Revenue by two (2) percent or more for any period, Concessionaire shall reimburse the County for the full cost of the audit. The County’s rights under this subsection shall be in addition to any other rights or remedies the County may have. If Concessionaire fails to furnish all such requested records in a timely manner, the County reserves the right and may (in addition to all other remedies available at law or in equity) elect to terminate this Agreement pursuant to Article 14 hereof and the Concessionaire shall reimburse the County, at the County’s option, the cost incurred to have an independent forensic accounting firm attempt to reconstruct the missing records.

5.6 Retention of Records. Concessionaire shall keep and maintain full and complete books of accounts and other records concerning operations at the Airport. Concessionaire agrees that it will retain and keep available for a period of five (5) years following each Agreement Year the books and records of accounts of Concessionaire for each such year, showing the Gross Revenues of Concessionaire from business conducted at the Airport, the deductions therefrom and other pertinent information required by the provisions of this Agreement. Such books and records of account shall include, but shall not be limited to, Concessionaire’s general ledger, record of receipts, and electronic records of rental car contracts and shall be accessible during the usual business hours, to the County or its duly authorized agents or auditors, for the purpose of verifying information set forth in any annual statement or certified annual statements or for the purpose of verifying the compliance by Concessionaire with the terms of this Agreement, but for no other purposes.

5.7 Independent Certified Public Accountant. Whenever an independent certified public accountant is required, it is agreed that said accountant shall not be in any way a member of Concessionaire’s staff.

ARTICLE 6.

ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

6.1 Capital Additions.

6.1.1 Duty to Provide and Maintain Capital Additions. Concessionaire shall provide and maintain, at its own expense, all Capital Additions in the Concession Premises necessary for the effective and efficient operation of the Automobile Rental Concession in a first- class manner.

6.1.2 County Approval of Capital Additions. No Capital Additions shall be made to, removed from, demolished, or relocated from Concession Premises ("Capital Additions Work") without the prior written approval of the County, which approval may be withheld or conditioned in the sole discretion of the County. The County may require Concessionaire to cause Plans and Specifications to be prepared and submitted to the County for review and approval, which approval shall be within the sole discretion of the County ("Approved Plans").

6.1.3 Capital Additions Work. Concessionaire shall obtain all necessary and required permits under Applicable Laws and Airport Rules and Regulations before commencing any Capital Additions Work. Capital Additions Work shall be performed in accordance with terms of the County written approval of same, including any Approved Plans. Capital Additions Work shall be performed in a good and workman like manner, using good quality materials and in compliance with all Applicable Laws, including without limitation applicable building codes and the County's approval of the Capital Additions Work or Plans and Specifications shall not be deemed as an acceptance, consent to or waiver of these Concessionaire obligations. The County makes no representations or warranties regarding the condition of the existing improvements on the Concession Premises and the Concessionaire is solely responsible for all known and unknown existing conditions on the Concession Premises. Capital Additions Work activities must be performed in accordance with the Airport Security Plan. Concessionaire shall diligently commence approved Capital Additions Work and diligently pursue the completion of same in a timely manner. If required by the County, Concessionaire shall ensure that construction activities are closed off from public view with a painted gypsum County dust partition with attractive, easily readable signs explaining the construction, as approved by the County prior to such Capital Additions Work.

6.1.4 Liens. Concessionaire agrees that any contract for performance of Capital Additions Work or for the purchase of material to be used, or for work and labor to be performed within or on the Concession Premises shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors, or materialmen against the Concession Premises. Concessionaire agrees to give the County immediate notice of the placing of any lien or encumbrance against the Concession Premises or the Airport and further agrees to cause such lien to be discharged in accordance with Article 17 hereof.

6.2 Prompt Payment of Taxes and Fees. Unless exempt, Concessionaire covenants and agrees to pay, before becoming due, all taxes, assessments, user fees and other charges, however named, which, during the term of this Agreement, may become due or a lien or which may be levied by the state, County, city, district or any other body upon the Concession Premises or improvements in the Concession Premises, or upon any taxable interest of Concessionaire acquired in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Premises or the improvements thereon by reason of its occupancy thereof, as well as all taxes on all taxable property, real or personal, owned by Concessionaire in or about the Concession Premises (collectively, "Taxes"). Upon request from the County, Concessionaire

shall give to the County a copy of the receipts and vouchers showing such payment. Notwithstanding the foregoing, Concessionaire reserves the right to contest such Taxes in good faith and Concessionaire will provide County with advance notice that it will be contesting such Taxes.

6.3 Maintenance and Repairs

6.3.1 Duty to Maintain. Except for the maintenance or repair obligations assigned to the County, Concessionaire shall always maintain the Concession Premises in good repair and in a clean and orderly manner. The County shall be the sole judge of the quality of the maintenance.

The County shall have no obligation to conduct repairs or maintenance unless and until Concessionaire has notified the County in writing of the need for such repairs and maintenance and afforded the County a reasonable time for the investigation and assessment of the need, the planning, and design of any needed repairs or maintenance, and the completion of such required repairs.

6.3.2 Quality. All maintenance and repairs shall be of first-class quality in both materials and workmanship and shall comply with all Applicable Laws.

6.3.3 Remedies. Should Concessionaire fail to undertake maintenance, repairs, or replacements required under this Agreement, the County may give Concessionaire written notice of the failure. If Concessionaire fails to undertake the maintenance, repairs, or replacements described in the notice within a time that is reasonable under the circumstances, but in no event longer than 30 calendar days after receiving the notice, the County may perform the work and recover the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs, overhead, and an administrative fee equal to fifteen percent (15%) of such costs and expenses. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.4 Janitorial Costs. Concessionaire shall at all times at its expense keep its Concession Premises, including all of the Capital Additions installed by it, together with all of its fixtures, equipment, and personal property therein clean from all trash and other debris and in an orderly condition and appearance and shall keep the areas immediately in front of and adjacent to its Concession Premises and to the exits and entrances to the Concession Premises clean and free of obstructions. If Concessionaire fails to perform its obligations under this provision, County may give written notice of the failure. If Concessionaire fails to meet its obligations hereunder after such written notice, the County may perform the work and record the cost of performance from Concessionaire. The cost of the County's performance shall include direct costs and overhead. The County's remedy under this subsection is in addition to any other remedies the County may have under this Agreement or otherwise, including payment of Disincentive Fees described in Article 2.2.15, and the County's exercise of its remedy under this subsection shall not preclude the County from exercising remedies for Concessionaire's default.

6.3.5 Snow and Ice Removal. Concessionaire shall at Concessionaire's own expense, remove snow and ice from all portions of its Concession Premises, including the removal of snow and ice on, under, and around parked vehicles. County, at its sole discretion, may assist with snow and ice removal from Concessionaire's Concession Premises; provided, that County shall not be required to move or relocate parked vehicles to accomplish such snow and ice removal. The Airport

Director shall authorize the County to assist with snow and ice removal from Concessionaire's Concession Premises.

6.4 Utilities. Except to the extent specifically assumed by the County, it is the responsibility of Concessionaire to provide any utility connections necessary for the safe, convenient, and legal operation of Concessionaire's Automobile Concession Operations within the Concession Premises. All telecommunications connections serving the Concession Premises and expenses therefor, both hard-wired and wireless, are the responsibility of Concessionaire and must be completed through existing cables. The County shall not be liable for any interruption or failure in the supply of any utility services to the Concession Premises, and Concessionaire covenants and agrees that the County shall in no event be liable or responsible to Concessionaire for any loss, damage, or expense that Concessionaire may sustain or incur if either the quality or character of any utility service is changed or is no longer suitable for the requirements of Concessionaire. Concessionaire covenants and agrees that, at all times, the use of electric current by Concessionaire shall never exceed the capacity of existing feeders and wiring to the applicable portion of the Concession Premises and that Concessionaire shall make no alterations or additions to the electric equipment and/or appliances serving the Concession Premises without the prior consent of the County in each instance. The cost of utilities in the for each of the Concession Premises shall be borne by the parties as follows:

6.4.1 Rental Car Service Counter. For the Rental Car Service Counter area, the County shall provide in the same manner as generally available to the patrons of the Terminal Building, at the County's expense, heat, air-conditioning, water, gas, sewage, electricity and other utilities, and the Concessionaire shall be responsible, at Concessionaire's expense, for the procurement and costs of all telecommunication and internet services to its Rental Car Service Counter.

The County shall maintain and repair, at its cost and expense, all existing underground utilities serving the Concession Premises.

6.5 Utility Location.

The County shall not be responsible for verification of location of existing utility lines and/or connections. All costs of bringing utilities to the Concession Premises shall be the sole responsibility of the requesting Concessionaire. In the event Concessionaire desires to install utility lines on or under the Concession Premises, Concessionaire shall first obtain the County's written approval of the location of such lines. No such installation shall adversely affect the existing lines. Upon the completion of the installation of the new lines, Concessionaire shall promptly deliver to the County a survey indicating the location of the newly installed lines and showing a description thereof in addition to any "as built" drawings required by this Agreement.

6.6 Trash and Refuse. Concessionaire shall provide for the neat and sanitary handling of all trash and other refuse generated as a result of Concessionaire's Automobile Rental Concession and its use and occupancy of the Rental Car Parking Lot and Rental Car Service Counter. Concessionaire shall provide and use suitable covered fireproof receptacles for all trash and other refuse. Concessionaire shall not permit boxes, cartons, barrels, pallets, or other similar items to be piled or stored in view of a public area. If Concessionaire allows dust or debris to be generated or accumulated in the Concession Premises to the extent they may be blown about within the Concession Premises or blown from the Concession Premises to other parts of the Airport, Concessionaire shall pay to the County "Disincentive Fees" as described in Article 2.2.15. In addition, Concessionaire shall reimburse the County for any costs incurred by the County to remove or

suppress the dust or debris.

6.7 Security. Concessionaire may provide whatever security it may wish at its own cost, provided that the security is subject to approval by the County. Security provided by Concessionaire shall be subject to the authority of the County and shall in no way hinder or interfere with the duties of County law enforcement officers or the Airport Director or his designee.

6.8 Deliveries. All rental car fleet vehicle deliveries and transfers by Concessionaire at the Airport will be in a manner and location approved by County in writing. Costs to repair to airport roads and driveways damages due to a Concessionaire's delivery fleet vehicle, to the Concession Premises, or other Airport facilities, will be reimbursed to the County by the specific Concessionaire who is requiring such delivery.

6.9 Right to Enter. The County shall have the right to enter Concessionaire's Concession Premises to:

(a) Inspect the Concession Premises at reasonable times during Concessionaire's regular business hours or at any time in case of emergency to determine whether Concessionaire is in compliance with the provisions of this Agreement. The County will use its best efforts to provide prior notice to Concessionaire of the need to access Concessionaire's Premises to inspect the Concession Premises for non-emergency inspections.;

(b) Perform any of Concessionaire's obligations under this Agreement that Concessionaire has failed to perform after reasonable notice to do so, including but not limited to maintenance, repairs, and replacements in Concessionaire's Concession Premises. The County may recover the cost of non-performance from Concessionaire;

(c) Exercise County's police power; and

(d) Respond as appropriate to any emergency.

6.10 County and Concessionaire Coordination. Concessionaire shall work in good faith with and coordinate its activities with the County, Concessionaires, and Airport planners, designers, architects, engineers, contractors and subcontractors.

ARTICLE 7. COUNTY OBLIGATIONS

7.1 Maintenance. The County shall perform maintenance in the Concession Premises as set forth in more detail in the maintenance matrix, which is attached and incorporated as **Exhibit “G”**.

7.2 Warranty of Quiet Enjoyment. The County warrants that it is the owner of the Concession Premises and has the right to grant the rights to use the Concession Premises under the terms of this Agreement. Provided that Concessionaire performs all of its obligations under this Agreement, and except as otherwise provided by this Agreement, Concessionaire's rights under this Agreement will not be disturbed by the County or the County's employees, contractors, or agents.

7.3 Construction Disruption. The County shall attempt to minimize but have no responsibility for disruptions of Concessionaire's operations or temporary interruptions of Concessionaire's use of any part of the Concession Premises due to construction activities by the County or the County's contractors.

ARTICLE 8. LAWS AND REGULATIONS

8.1 Laws and Regulations. Concessionaire shall not use the Concession Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all Applicable Laws. At all times during the Term of this Agreement, Concessionaire shall make, at its own expense, all improvements, repairs, and alterations to the Concession Premises (subject to prior written approval of County), equipment, and personal property which are required to comply with or conform to Applicable Laws. Likewise, Concessionaire shall be responsible, at its sole cost and expense, for any fees, fines or penalties assessed by any Governmental Authority as a result of any violation for which the Concessionaire is or may be found to be responsible.

8.2 Airport Rules and Regulations. Concessionaire shall observe and obey all Airport Rules and Regulations. Copies of the Airport Rules and Regulations, as adopted, shall be made available to Concessionaire upon request.

ARTICLE 9. ENVIRONMENTAL

9.1 Definitions. For purposes of this Article, the following capitalized terms shall have the meanings ascribed below:

9.1.1 Environmental Laws means any governmental law or statute, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect relating in any way to the environment, health, natural resources, safety, or any standards or conduct concerning Hazardous Substances.

9.1.2 Hazardous Substances means (i) oil or other petroleum products, including fuels; (ii) “hazardous substances” as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; (iii) “hazardous wastes” as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (iv) any chemical substances regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (v) “hazardous materials” as defined by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; (vi) radioactive materials, including those subject to the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; (vii) asbestos or asbestos-containing materials; (viii) medical waste; and (ix) any other pollutant, contaminant, chemical or substance within the meaning of any Environmental Law whose presence creates a hazard to human health or the environment.

9.1.3 Environmental Claims shall refer to, and include all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Substances as directed by any Government Authority, court order, or Environmental Law; (ii) bodily injury, or death of any person; (iii) damage to or loss of use of property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any Governmental Authority under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a Hazardous Substance spill, release, or discharge.

9.1.4 Environmental Condition means any condition with respect to the soil, surface waters, ground waters, surface or subsurface strata, ambient air or other environmental medium on or off the Premises, whether or not yet discovered, which could or does result in any Environmental Claim to or against Concessionaire or County by any third party (including any Governmental Authority), including any condition resulting from the activities, operation or business of any other property lessee, permittee, licensee, owner or operator on, off or in the vicinity of the Concession Premises.

9.1.5 Owner Environmental Party means the County and its directors, officers, agents, employees, representatives, contractors, successors, and assigns.

9.1.6 Concessionaire Environmental Party means the Concessionaire and its directors, officers, members, managers, agents, employees, representatives, contractors, subtenants, customers, invitees, successors, and assigns.

9.2 Compliance. In its operations at the Concession Premises, each Concessionaire Environmental Party shall strictly comply with all generally accepted industry environmental practices and standards, applicable Environmental Laws, and the applicable Airport Environmental Policies and

Procedures, which are incorporated by reference. Without limiting the generality of the foregoing provision, a Concessionaire Environmental Party shall not use or store Hazardous Substances on or at the Airport except as reasonably necessary in the ordinary course of its permitted activities at the Airport, and then only if such Hazardous Substances are properly labeled and contained and notice of and a copy of the current material safety data sheet is provided to the County for each such Hazardous Substances. A Concessionaire Environmental Party shall not discharge, release, or dispose of any Hazardous Substances on the Airport or surrounding air, lands, or waters, except as allowed under applicable Environmental Laws. Concessionaire shall promptly notify the County of any Hazardous Substances spills, releases, or other discharges that are required to be reported by applicable Environmental Laws by a Concessionaire Environmental Party at the Airport and promptly abate, remediate, and remove any of the same in accordance with applicable Environmental Laws. Concessionaire shall provide the County with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Concession Premises and Airport, or any alleged material noncompliance with Environmental laws by a Concessionaire Environmental Party at the Airport within ten (10) days after such documents are generated by or received by Concessionaire. If a Concessionaire Environmental Party uses, handles, treats or stores Hazardous Substances at the Airport, it shall have a contract in place with an EPA approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Concessionaire as required under applicable Environmental Laws and made available to County for review upon request. County shall have the right at any time, upon reasonable notice to Concessionaire, to enter the Premises to inspect, take samples for testing, and otherwise investigate the Concession Premises for the presence of Hazardous Substances or for evidence of compliance with Environmental Laws. In the exercise of its rights under this paragraph, County shall not unreasonably interfere with Concessionaire's use and occupancy of the Concession Premises pursuant to the provisions of this Agreement.

9.3 Responsibility. Hazardous Substances that are generated, used, handled, treated, stored, disposed, released, discharged, or transported of a Concessionaire Environmental Party are the responsibility of the Concessionaire Environmental Party and Concessionaire. Concessionaire shall be liable for and responsible to pay all expenses and Environmental Claims that arise out of or are caused in whole or in part from a Concessionaire Environmental Party's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on or at the Airport, the violation of any Environmental Law by a Concessionaire Environmental Party, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. To the extent County incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from a Concessionaire Environmental Party's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Substances on the Airport, Concessionaire shall promptly reimburse the County for such reasonable costs upon demand. Concessionaire shall comply with all applicable reporting requirements under Environmental Laws, including but not limited to those requirements with respect to spills, releases, or discharges of Hazardous Substances by a Concessionaire Environmental Party at the Airport. Except as expressly provided in this Agreement, this Agreement does not make Concessionaire responsible for Hazardous Substances that (a) exist on the Airport prior to the Commencement Date, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim, or (b) to the extent Hazardous Substances are generated, used, handled, treated, stored, disposed, released, discharged or transported on the Airport by an Owner Environmental Party.

9.4 Indemnity. In addition to any other indemnities in this agreement, Concessionaire shall defend, indemnify and hold harmless County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns from any and all Environmental Claims (including reasonable attorney's fees, litigation and investigation expenses, and court costs) to the extent arising out of or resulting from a Concessionaire Environmental Party's use of the Concession Premises during the Term of this Agreement, generation, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Substances on the Concession Premises or at the Airport during the Term of this Agreement, the violation of any Environmental Law by a Concessionaire Environmental Party pertaining to the Concessionaire Environmental Party's use or occupancy of the Concession Premises during the Term of this Agreement, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. Concessionaire shall have no obligation under this Agreement to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns for Environmental Claims to the extent arising from or caused by Environmental Conditions existing on the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises, except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.5 Removal. Prior to the end of the Term or earlier termination of this Agreement, Concessionaire shall remove or remediate in accordance with applicable Environmental Laws and to the satisfaction of the State of Colorado, all of Concessionaire's Hazardous Substances from the Concession Premises, the Airport, and surrounding lands and waters. Unless instructed otherwise by the County, Concessionaire shall also, prior to vacating the Airport, remove all Concessionaire's tanks, piping and other equipment which stored Hazardous Substances, or which are contaminated by Hazardous Substances. Concessionaire's responsibilities under this paragraph shall not extend to any Environmental Conditions existing on, in or arising from the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises except to the extent that a Concessionaire Environmental Party's negligent actions either disturbed or caused such pre-existing Hazardous Substances to migrate, so as to give rise to an Environmental Claim.

9.6 Compliance with Federal and State Storm Water Requirements. Concessionaire acknowledges that the Airport is subject to Federal Storm Water Regulations (40 CFR Part 122). In its operations at the Airport, Concessionaire shall comply with all applicable provisions of Federal and State storm water regulations, and storm water pollution prevention plans, as they may be amended from time to time, in accordance with all applicable Environmental Laws. To the extent required by applicable Environmental Law, Concessionaire shall obtain and maintain in effect, a Colorado Stormwater Discharge Permit in its own name for activities performed by Concessionaire.

9.7 Survival. The covenants, conditions, and indemnities in this Article 9 shall survive termination of this Agreement. Concessionaire shall expressly include the provisions of this Article in all subleases.

9.8 Incorporation. Concessionaire shall incorporate the provisions of this Article into any agreement it enters into with a Concessionaire Environmental Party, including the obligation to indemnify County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns against any Environmental Claims caused in whole or in part by an Environmental Party on the Airport. The County, its directors, officers, agents, employees, representatives, contractors, successors, and assigns, shall be a third-party beneficiary of such agreements, with the express right to enforce the environmental

covenants of any subtenant or other Concessionaire Environmental Party

9.9 Environmental Assessment. Concessionaire, prior to committing to leasing a location, including assignment to a different location, may conduct an environmental assessment to establish background levels and/or to determine the existence or lack of existence of any contaminants. Concessionaire's failure to exercise its option to have completed an environmental assessment shall create a rebuttable presumption that any contamination found on the Concession Premises at the termination of this Agreement was caused by the Concessionaire, who shall then be responsible for conducting any necessary remediation or removal of said contaminants. This presumption is limited to contamination that, in the judgment of the Airport Director or his or her designee, should have been detected by a competent, independent environmental consultant exercising appropriate professional judgment, skill and care in the course of performing an environmental assessment prior to the commencement of this Agreement. Concessionaire shall supply the County with a copy of any such assessment upon receipt by Concessionaire of same. Concessionaire agrees to perform an environmental assessment at the end of this Agreement if requested by the County.

ARTICLE 10. RELEASE AND INDEMNIFICATION

10.1 Release. Concessionaire hereby expressly waives and releases County its, directors, officers, employees, agents and representatives from any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Concession Premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility, except as to claims of loss or damage caused by the gross negligence, or willful misconduct of County.

10.2 Indemnity. Concessionaire releases and shall indemnify, protect, defend and hold completely harmless the County, its members, directors, officers, employees, agents and representatives (“Indemnified Parties”) from and against any and all Liabilities which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

(a) damage to or destruction of the property of the County, or any property of, injury to or death of any person, resulting from or arising out of Concessionaire’s operations at the Airport except to the extent that such destruction, injury, or death was caused solely by the gross negligence or willful misconduct of the County;

(b) the acts or omissions of Concessionaire’s members, directors, officers, agents, employees, contractors, subcontractors, invitees, or licensees, regardless of where the damage, destruction, injury, or death occurred; or

(c) the failure of Concessionaire to keep, observe or perform any of the covenants or agreements contained in this Concession Agreement to be kept, observed, or performed by Concessionaire except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused solely by the gross negligence or willful misconduct of the County.

10.3 Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the term hereof.

**ARTICLE 11.
INSURANCE**

11.1 The Concessionaire shall maintain the minimum limits of insurance or as required by law, whichever is greater. Specific minimum insurance are provided in **Exhibit H**.

ARTICLE 12.

DAMAGE OR DESTRUCTION OF CONCESSION PREMISES

12.1 Partial Damage. If all or any portion of the Concession Premises is partially damaged by fire, explosion, the elements, act(s) of war or terrorism or other casualty, but the Concession Premises are not rendered untenable or inaccessible, such damage will be repaired with due diligence by the County at its own cost and expense and there shall be no abatement of payments to the County, and thereafter, Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.2 Extensive Damage. If all or any portion of the Concession Premises is damaged by fire, explosion, the elements, act(s) of war or terrorism, or other casualty, and such damage shall be so extensive as to render part or all of the Concession Premises untenable or inaccessible, but such damage is capable of being repaired and restored within one hundred twenty (120) days, such damage shall be repaired and restored with due diligence by the County at its own cost and expense and the MAG for such period shall be reduced in proportion to the portion of the Concession Premises rendered untenable or inaccessible, from the time of such damage until such time as the Concession Premises are fully restored and certified by the County's engineers as ready for occupancy, and thereafter Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. Notwithstanding the above, if such damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement in the MAG and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. If Concessionaire fails to make the necessary repairs and restorations in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

12.3 Complete Destruction. In the event the Concession Premises are completely destroyed by fire, explosion, the elements, act(s) of war or terrorism or other casualty or are so damaged that they are untenable and replacement or repair will take more than one hundred twenty (120) days, the County shall be under no obligation to repair and restore the Concession Premises, and the obligation of Concessionaire to pay the fees and rentals hereunder shall abate as of the date of such damage or destruction until such time as the Premises are fully restored or until the County provides substitute facilities, reasonably acceptable to Concessionaire, for use by Concessionaire; provided, however, that (i) if the damage is caused by the act or omission of Concessionaire or its members, directors, officers, employees, agents or representatives, there shall be no abatement of the fees and rentals due hereunder and Concessionaire shall be responsible at its expense for making the necessary repairs and restorations as approved by the County. County shall have no obligation to repair or restore any damage to the Capital Additions and Concessionaire shall promptly and diligently make all necessary repairs and restorations to the Capital Additions. If the County is responsible for the repair and restoration of the Concession Premises under this Article and does not complete such repair and restoration of the Concession Premises within twelve (12) months after the time of such damage or destruction, or the County has not supplied substitute facilities reasonably acceptable to Concessionaire,

Concessionaire may terminate this Agreement in its entirety as of the date of such damage or destruction. If Concessionaire is responsible for the repair and restoration of the Premises under this Article and does not complete such repair and restoration of the Premises within twelve (12) months after the time of such damage or destruction in a timely manner as determined by the County, then the County may, at its option, cause such repairs and restorations to be completed and Concessionaire shall reimburse the County for the costs and expenses incurred in such repairs and restorations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses.

ARTICLE 13.

CONDEMNATION; EMINENT DOMAIN

13.1 Total Taking. In the event a Total Taking occurs during the Term, then the Term shall cease and terminate on the date that title vests in the Governmental Authority pursuant to such Total Taking. All proceeds paid as a result of such Total Taking shall be the sole property of the County. Concessionaire shall pay all Rent and other charges, fees, and expenses through the date of such termination and shall promptly vacate the Concession Premises prior to the date on which title vests in such Governmental Authority pursuant to such Total Taking.

13.2 Partial Taking. In the event a Partial Taking occurs during the Term, then this Agreement shall terminate as to the portion of the Concession Premises so taken but shall continue in full force and effect as to the remainder of the Concession Premises. In the event of a Partial Taking, the County shall, promptly after the County's receipt of the net proceeds paid as a result of such Partial Taking, repair or restore the portion of the Concession Premises not so taken so that an architectural unit reasonably appropriate for the continued use and occupancy by Concessionaire is completed; provided, however, that the County shall have no obligation to repair or restore any damage to the Capital Improvements of Concessionaire, and the County shall make any net proceeds paid as a result of such Partial Taking that are specifically awarded with respect to such Capital Improvements of Concessionaire available to Concessionaire in a manner reasonably acceptable to the County for such repair and restoration of such Capital Improvements. Concessionaire shall repair and restore the Capital Improvements the Concession Premises affected by such Partial Taking so that an architectural unit reasonably appropriate for the continued use and occupancy by the Concessionaire thereof is completed. During the period of repair and restoration, the Concession Fees and Rental Fees shall be abated proportionately to the extent and during the time in which portions of the Concession Premises are rendered untenable. Upon the completion of such repair and restoration, Concession Fees and Rental Fees for the remainder of the Term shall be proportionately adjusted so as to reflect the loss of the area of the Concession Premises so taken.

ARTICLE 14.

TERMINATION BY COUNTY

If the Concessionaire shall fail to pay to the County the Concession Fee, Rental Fees or other payments required by this Agreement when due and such failure shall not be remedied within ten (10) days of written notice, the County shall have the right immediately to terminate this Agreement, without notice or further opportunity to cure.

The County shall have the right upon thirty (30) days prior written notice to the Concessionaire to terminate this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

- 14.1 Assignment. Concessionaire shall make a general assignment for the benefit of creditors.
- 14.2 Remedies Under Federal Bankruptcy Laws. Upon filing by or against Concessionaire of any proceeding under federal bankruptcy laws.
- 14.3 Appointment of a Receiver. Concessionaire shall consent to the appointment of a receiver, Trustee, or liquidator of all or substantially all of the property of the Concessionaire.
- 14.4 Abandonment. Concessionaire shall voluntarily abandon and discontinue its operations at the Airport for a period of thirty (30) consecutive days.
- 14.5 Non-payment Defaults. Concessionaire shall default in fulfilling any of the terms, covenants, or conditions (other than those described in Article 13.1) required to be performed by this Agreement and shall fail to commence and diligently pursue to remedy said default within thirty (30) days following receipt by the Concessionaire of a written demand from the County to do so.
- 14.6 Removal of Property. In the event of any cancellation or termination of this Agreement by the County, for any of the reasons specified above, Concessionaire shall have thirty (30) days from the date of cancellation or termination within which to remove all trade fixtures and personal property installed in or upon the Concession Premises by Concessionaire. If said trade fixtures or personal property cannot be removed within the thirty (30) day period as herein provided, Concessionaire may request from the County in writing an additional amount of time thereafter to complete the removal. If the Concessionaire has not totally vacated Concession Premises after the expiration of the thirty (30) day period provided in this Article and the County in its sole discretion grants additional time to the Concessionaire, the Concessionaire shall be responsible to pay to the County a per day occupancy fee equal to 1/365 of the last applicable Concession Fee and Rental Fees, or one hundred dollars (\$100.00), whichever is greater, for each consecutive day that it remains in said Concession Premises.

Any trade fixtures or personal property remaining in or upon the Concession Premises following the expiration of the thirty (30) day period or any written extension thereof granted by the County, shall be considered abandoned by the Concessionaire and the County may enter upon and into the Concession Premises, take possession of all remaining trade fixtures or personal property and dispose of the same in any manner deemed appropriate by the County including, but not limited to, sale or disposal of the same.

Any costs, fees or expenses incurred by the County in disposing of or removing any of Concessionaire's trade fixtures or personal property shall be for the account of the Concessionaire and therefore are payable by Concessionaire to the County.

Should the County be required to obtain a court order ordering the Concessionaire to vacate the Concession Premises, the County shall be entitled to collect its fees, costs and expenses including attorneys' fees for obtaining same from Concessionaire.

Should the County terminate this Agreement, it will issue a public solicitation process seeking competitive proposals for the Concession rights herein terminated. Concessionaire shall be eligible to submit a response to this solicitation process, provided its Agreement is not terminated, and provided it submits a proposal on behalf of a Brand Name not currently operated by Concessionaire on the Airport.

ARTICLE 15.
TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon thirty (30) days' written notice to the County, to terminate or suspend this Agreement upon the happening of one or more of the following events, if said event or events shall be continuing:

(a) The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by the Concessionaire of all or any substantial part of the Concession Premises preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by the Concessionaire or which is necessary for the Concessionaire's operations on the Airport and which remains in force for a period of a minimum of sixty (60) consecutive days.

(b) The County shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Agreement and shall fail to remedy said default within thirty (30) days (or a reasonable period if cure is commenced within thirty 30 days and is diligently being pursued) following receipt of a written demand from the Concessionaire to do so.

ARTICLE 16.
ASSIGNMENT, SUBLETTING AND LEASEHOLD MORTGAGES

16.1 Assignment and Subletting Not Permitted. Concessionaire may not assign, transfer, or mortgage this Agreement, or sublet, in whole or part, the Concession Premises without the prior written consent of the County. A consent by the County shall not be a consent to any subsequent assignment, transfer, mortgage, or sublease. Any unauthorized assignment, transfer, mortgage, or sublease shall be voidable at the election of the County.

16.2 Leasehold Mortgages Not Permitted. Concessionaire shall have no right (i) to convey, pledge or encumber, by deed of trust, mortgage or similar instrument, its leasehold interest in and to the Concession Premises or any improvements constructed or placed on the Concession Premises by Concessionaire, or (ii) to assign this Agreement as collateral security for any indebtedness of Concessionaire, provided however, this provision shall not be deemed to prevent Concessionaire from encumbering removable fixtures, furniture and equipment with liens.

ARTICLE 17.
NO LIENS

Concessionaire shall be solely responsible for payment to all contractors and workers for any work performed on the Concession Premises and shall keep the Concession Premises free and clear of all liens resulting from any work thereon, or the furnishing of labor or materials, by or on behalf of Concessionaire. If any such lien is filed or asserted, Concessionaire shall promptly cause the same to be released within twenty (20) days or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Concession Premises or any portion thereof. Concessionaire may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless County from any and all such lien claims.

ARTICLE 18.

NONDISCRIMINATION

18.1 Covenants Running with the Land – Transfer of Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended).

(b) In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.2 Covenants Running with the Land – Construct/Use/Access to Real Property. Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the Concession Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

18.3 General Civil Rights Provision. In all its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

18.4 Civil Rights – Title VI Assurances. During the performance of this Agreement,

Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

18.4.1 Compliance With Regulations. Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit D** of this Agreement.

18.4.2 Nondiscrimination. Concessionaire, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21. Further, Concessionaire will comply with those Standard Terms and Conditions outlined in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated as **Exhibit E** of this Agreement.

18.4.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to non-discrimination on the grounds of race, color, or national origin.

18.4.4 Information and Reports. Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

18.4.5 Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (i) Withholding of payments to Concessionaire under this Agreement until Concessionaire complies, and/or (ii) Cancellation, termination, or suspension of this Agreement, in whole or in part.

18.4.6 Incorporation of Provisions. Concessionaire will include the provisions of subparagraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the County to enter into any litigation to protect the interests of the County. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

18.5 Affirmative Action. Concessionaire shall undertake, to the extent applicable, an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire further assures that (i) no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E, as amended from time to time, and (ii) it will require that its covered organizations under 14 C.F.R. Part 152, Subpart E, as amended from time to time. Concessionaire agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, as part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Concessionaire agrees that state or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, as amended from time to time, only when they fully meet the standards set forth in 14 C.F.R. 152.409, as amended from time to time.

ARTICLE 19.

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

19.1 Compliance with Part 23. This Agreement is subject to the requirements of U.S. Department of Transportation's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("Part 23"). Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

19.2 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

19.3 ACDBE Goal. The current ACDBE triennial goal for car rental concessions is 1.10% participation (of gross revenue). Concessionaire covenants that it shall make Good Faith Efforts (as defined in Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit the ACDBE Reporting Form as shown in **Exhibit F** each quarter to the County and to provide additional information concerning the participation of certified ACDBE firms to County upon request. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has made Good Faith Efforts in attempting to achieve the goal.

19.4 ACDBE Change. If Concessionaire proposes to terminate, substitute, or modify the participation of an ACDBE joint venture, team member, subcontractor, or sub concessionaire under this Agreement, prior to such change, Concessionaire shall submit for review and prior approval, to the County, reasonable documentation regarding the proposed change in ACDBE participation. Concessionaire shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

Before transmitting to the County a request for a change, Concessionaire shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the County, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the County should not approve the proposed change.

When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Concessionaire must make good faith efforts to find another ACDBE to substitute for the original ACDBE. The Concessionaire shall provide the County with documentation of its good faith efforts within seven (7) days of the County's request, which may be extended for an additional seven (7) days upon request of the Concessionaire.

19.5 Breach of ACDBE Obligations. Concessionaire's failure to carry out its ACDBE obligations shall constitute a material breach of this Agreement that may result in termination of this Agreement, or such other remedy as deemed appropriate by the County.

ARTICLE 20.

BOND INDENTURE AND SUBORDINATION

County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

County expressly reserves the right to enter into any Trust Indenture or other agreement for the issuance of bonds or financing of capital projects at the Airport, and Concessionaire agrees that this Agreement and all rights granted to Concessionaire hereunder shall be subject to any such lien and provisions of the pledges, transfers, hypothecations, or assignments made by County in any such trust indenture or financing agreement. County expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds or financing, including the creation of reserves therefor, and including the granting of mortgages, indentures, or ground leases on all or part of the Airport, including the Concession Premises.

This Agreement and all rights granted to Concessionaire hereunder shall be subordinated to any future mortgage, indenture, or ground lease given to secure or provide for payment of bonds or other financing, and all amendments thereto. This provision shall be self-operative, and no other writing shall be required effect such subordination. However, upon the request of the County's lender or bond trustee, Concessionaire shall execute and deliver a subordination, non-disturbance, and attornment agreement in a form reasonably satisfactory to said lender or bond trustee.

With respect to bonds on which the interest is intended to be excludable from gross income for Federal income tax purposes under the Internal Revenue Code of 1986 as amended or superseded, Concessionaire shall:

(a) not use, without the prior written consent of County, any portion of the Concession Premises for any purpose other than the purpose set forth in Article 2 hereof, and facilities functionally related and subordinate to such airport facility that are of a character and size commensurate with the character and size of such airport facility, excluding any lodging facility or any retail business (including food and beverage facilities) in excess of a size necessary to serve Concessionaire's invitees, any office building (excluding office space in the improvements for use by Concessionaire), any industrial park or manufacturing facility, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and

(b) immediately cease and desist from any action with respect to the use of the Airport, to the extent such action is described in a written notice delivered by County as an action that, pursuant to the written advice of County's bond counsel or the Internal Revenue Service, may adversely affect the treatment of interest on any such bond as excludable from gross income for federal income tax purposes.

ARTICLE 21.
MODIFICATIONS FOR GOVERNMENTAL AUTHORITY GRANTING OF FUNDS

In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Concessionaire shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required and reasonable attorney's fees and costs related to Concessionaire's review and execution of such amendments, modifications, revisions, supplements or deletions shall be reimbursed to Concessionaire by the County, provided however, in the event such a modification to the Agreement materially affects the financial terms of the Agreement, such financial terms shall be equitably adjusted.

ARTICLE 22.
SUBORDINATION TO OTHER AGREEMENTS

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and any other Governmental Authority relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended.

ARTICLE 23.
THE COUNTY'S RIGHT TO IMPROVE AIRPORT

The County reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Concession Premises and existing vehicle and pedestrian traffic patterns, as County deems appropriate without interference or hindrance by the Concessionaire, and County shall have no liability hereunder to Concessionaire by reason of any interruption to Concessionaire's operations on the Airport occasioned by such County activities. Additionally, possibility of terminal and airfield closures due to construction, security or bad weather might occur. Good faith efforts will be attempted by County to minimize the effects on operations.

ARTICLE 24. AVIGATION EASEMENT

24.1 Aviation Easement. The County hereby reserves from the Concession Premises, for the use and benefit of itself and its successors and assigns, and the operators, owners and users of Aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of Aircraft by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Concession Premises, together with the right to cause in such airspace such noise, vibration, odors, vapors, particulates, smoke, dust and other effects as may be inherent in the operation of Aircraft for navigation of or flight or passage in and through such airspace, and for the use of such airspace by Aircraft for approaching, landing upon, taking off from, maneuvering about or operating at the Airport.

24.2 Prohibited Activities. Concessionaire shall not hereafter use, cause or permit to be used, or suffer use of, the Concession Premises so as: (i) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and any Aircraft; (ii) to adversely affect or impair the ability of operators of Aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or (iii) to cause glare in the eyes of operators of Aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of Aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, Concessionaire shall be permitted to construct and maintain such improvements and to utilize all lighting, finishes and building materials as shall have been submitted to and approved by the County; and Concessionaire, for itself and their respective assigns, subtenants and legal representatives (collectively, the "Releasing Parties"), hereby expressly releases and forever discharges the County and its members, directors, officers, employees, agents and representatives from any and all claims, debts, liabilities, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether in tort, contract or otherwise, that the Releasing Parties may now own or hold, or have any time heretofore owned or held, or may at any other time own or hold, by reason of noises, vibration, odors, vapors, particulates, smoke, dust or other effects as may be inherent in the operation of Aircraft and caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement and right-of-way herein reserved; provided, however, that such operation or use is in compliance with Applicable Laws.

ARTICLE 25.
FORCE MAJEURE

25.1 Force Majeure. The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure.

25.2 Notice. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by email or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

25.3 Term and Fees. No event of Force Majeure shall relieve Concessionaire from its monetary obligations under this Agreement, including Tenant's obligations to pay Concession Fees and Rental Fees hereunder, nor shall the Term of this Agreement be extended by any event of Force Majeure.

ARTICLE 26.
NOTICES, APPROVALS, CONSENT, ETC.

26.1 Delivery. All notices, approvals, consents, demands, requests and other communications required or permitted by this Agreement must be in writing to be effective and (i) personally delivered, (ii) sent by a recognized delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, or (ii) email if recipient confirms receipt via reply email (not including auto- out of office replies or auto-generated receipts) to the addresses set forth below:

TO COUNTY:

Gunnison-Crested Butte Regional
519 Rio Grande Avenue
Gunnison, CO 81230 14850
Attn: Airport Director

TO CONCESSIONAIRE:

Budget Rent A Car System, Inc.
Attn: Properties and Facilities Department
379 Interpace Parkway,
Parsippany, NJ 07054 U.S.

The person and place to which notices, approvals, consents, demands, requests, and other communications are to be sent may be changed by a party hereto upon written notice to the other. A notice, approval, consent, demand, request, or other communication required or permitted hereunder shall be deemed received and effective (i) on the date it is received by the recipient if sent by personal delivery, or (ii) on the date confirmed received by the recipient via email, or (iii) on the date on which the signature receipt is recorded by the recognized delivery service if it is sent by a recognized delivery service.

26.2 Consent of County. Whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, the County shall have the absolute and unconditional right to withhold its consent or approval, in its sole discretion, and to make such determination or judgment in its sole discretion on the basis of such factors and considerations as it shall deem relevant (including, without limitation, self-interest), except for those circumstances, if any, where this Agreement expressly provides that such consent or approval will not be unreasonably withheld or the County will make such determination or judgment reasonably.

26.3 Authority of Airport Director. The Airport Director is the designated airport representative of the County and whenever any provision of this Agreement requires the consent or approval of the County or provides to the County the right to make a determination or judgment, such consent, approval, or determination must be made to the County through the Airport Director.

ARTICLE 27. MISCELLANEOUS

27.1 Independent Contractor. Concessionaire shall, at all times during the Term of this Agreement, or any extensions hereof, be regarded as an independent contractor, and Concessionaire shall not at any time act as agent for or of the County.

27.2 No Exclusive Rights. Nothing in this Agreement shall be deemed to grant Concessionaire any exclusive right or privilege within the meaning of Title 49 USC Section 40103(e).

27.3 Most Favored Nations Provision. The County agrees that it shall not, during the Term of this Concession Agreement, enter into any agreements with any other on-Airport Concessionaire under terms and conditions more favorable than those contained herein.

27.4 Non-Interference. Concessionaire shall, at all times, conduct its operations so as not to interfere with, impinge upon, delay, or hinder the operations of the County, the Airport, or any other Concessionaire operating in or at the Airport.

27.5 Non-exclusive Remedies. It is understood and agreed that the rights and remedies of the County and the Concessionaire specified are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either party hereto.

27.6 Nonwaiver of Rights. The waiver of any breach, violation, or default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

27.7 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties and cancels and supersedes any prior contract or agreement between the parties hereto and it may only be amended as provided for herein and in writing signed by each of the parties. The Request for Proposals, including all issued addenda, and questions and answers, are hereby incorporated into and made a part of this Agreement.

27.8 Choice of Law. This Agreement shall be governed and interpreted by and according to the laws of the State of Colorado.

27.9 Time is of the Essence. Time is of the essence for the performance of the Concessionaire's obligations under this Agreement.

27.10 Successors and Assigns of Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto but this provision shall not be considered a consent by County under Article 16 of this Agreement.

27.11 Severability. If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties. All rights and remedies available to the parties under this Agreement shall be cumulative and in addition to all other rights granted the parties at law or in equity.

27.12 Forfeiture. No cancellation or termination of this Agreement in accordance with the rights of either party under this Agreement to cancel or terminate shall be considered a forfeiture, such rights being

a part of the consideration for this Agreement and of the essence hereof.

27.13 Quiet Enjoyment. County agrees that, so long as Concessionaire is paying in accordance with the Agreement and performing its other obligations under this Agreement, Concessionaire will peaceably and quietly have, hold, and enjoy the Concession Premises throughout the Term.

27.14 Attorney's Fees. The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in any lawsuit brought with respect to this Agreement.

27.15 Authority to Sign. Each individual signing below on behalf of a party certifies by signing that he or she is properly authorized to sign this Agreement and to fully bind the party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By:

Laura Puckett-Daniels, Chairperson

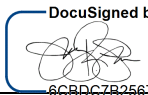
Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Attest

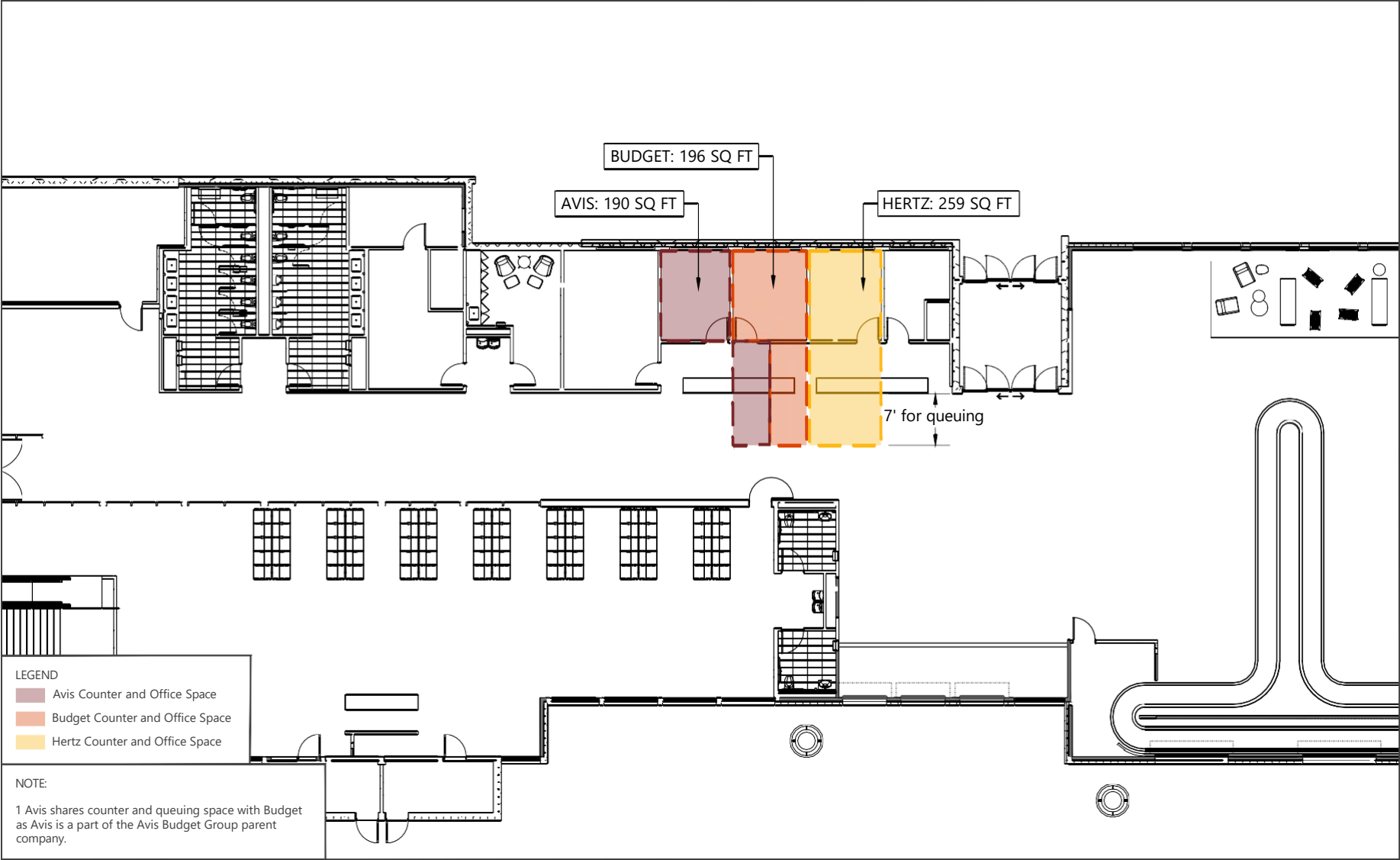
Deputy County Clerk

BUDGET RENT A CAR SYSTEM, INC.

By: 
6C8DC7B2567D4B6...
Jeffrey Luna

Title: Vice President

EXHIBIT A
RENTAL CAR COUNTERS



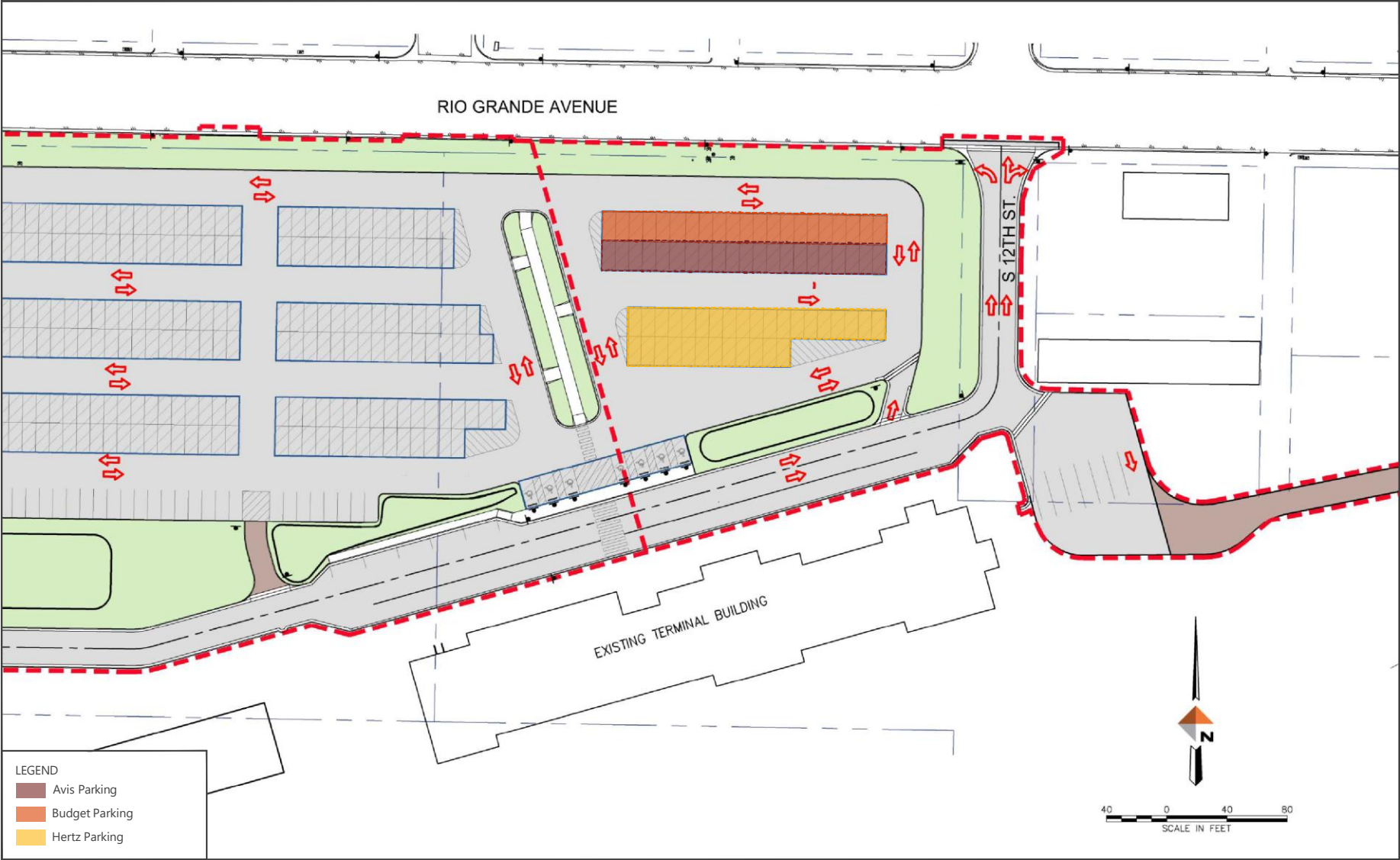
SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, February 7th, 2024.

EXHIBIT A



RENTAL CAR COUNTERS

EXHIBIT B
RENTAL CAR PARKING LOT



SOURCE: Stephanie Petshe, Assistant to the Airport Manager, Gunnison County, "GUC Rental Car Agreement Documents" email to Josh Francosky, March 6th, 2024.

EXHIBIT B



RENTAL CAR PARKING AREAS

EXHIBIT C
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
ON-AIRPORT LICENSEE MONTHLY STATEMENT OF GROSS REVENUES AND
CUSTOMER FACILITY CHARGE REVENUE

Date: _____

Period Covered (Month/Year): _____

Rental Car Company: _____

Gross Revenue Statement

Gross Revenues: \$ _____

10% of Gross Revenues: \$ _____

Customer Facility Charge Statement

Total Number of Vehicle Contracts: _____

Total Number of Vehicle Contract Days: _____

Total CFC Collections: \$ _____

Certification by Licensee's Chief Financial Officer or the Chief Financial Officer's designee:

Signature:_____

Print Name: _____

Title:_____

Date: _____

Remit by the 20th day of each month to:
Gunnison-Crested Butte Regional Airport

EXHIBIT D
CIVIL RIGHTS

CIVIL RIGHTS NON-DISCRIMINATION

1. In all its activities within the scope of its airport program, Operator agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator. This provision obligates Operator for the period during which the property is used or possessed by Operator and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this agreement, Operator for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of

1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against 8 minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

3. Operator, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3)

that Operator will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Operator had never been made or issued.

4. During the performance of this agreement, Operator, for itself, its assignees, and successors in interest, agrees as follows:
 - a. Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
 - b. Nondiscrimination: Operator, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Operator of contractor's obligations under this agreement and the Nondiscrimination Acts and Authorities.
 - d. Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Operator will so certify to the County or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of Operator noncompliance with the non-discrimination provisions of this agreement, the County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this agreement, in whole or in part.
- f. Incorporation of Provisions: Operator will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Operator will take action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the County to enter into any litigation to protect the interests of the County. In addition, Operator may request the United States to enter into the litigation to protect the interests of the United States

EXHIBIT E
STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

1. Civil Rights Non-Discrimination

- 1.1. OPERATOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual identity and gender orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If OPERATOR transfers its obligation to another, the transferee is obligated in the same manner as OPERATOR. This provision obligates OPERATOR for the period during which the property is used or possessed by OPERATOR and the County remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 1.2. During the performance of this Agreement, OPERATOR for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended.

2. Subordination

- 2.1. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the County and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport

Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time.

- 2.2. This Agreement is subordinate to any bond ordinance, indenture or covenant made by the County with respect to the Airport prior to or during the term hereof and, in the event of a conflict, the requirements of the ordinance, indenture or covenant shall control.
- 2.3. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or require affecting the control, operation, regulation, and taking over of the Airport.

3. Protection of the Airport

- 3.1. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the OPERATOR, and without interference or hindrance.
- 3.2. OPERATOR shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the County provides notice to the FAA pursuant to FAR Part 77 in connection with the Agreement, OPERATOR shall cooperate fully by, for example and without limitation, providing all relevant information as may be required by the County or FAA in connection with the notice.
- 3.3. OPERATOR shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. OPERATOR acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. OPERATOR shall comply with any conditions, limitation, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.
- 3.4. The County reserves for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the leased premises. This public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. OPERATOR agrees that the normal operation of the

Airport and aircraft shall not constitute interference with OPERATOR's rights hereunder.

- 3.5. OPERATOR by accepting this Agreement expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the OPERATOR

EXHIBIT F
ACDBE QUARTERLY REPORTING FORM

REPORT OF CERTIFIED ACDBE FIRMS
(CONCESSIONAIRES/SUBCONCESSIONAIRES/
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)

Name of Airport: Gunnison-Crested Butte Regional Airport

Fiscal Year: _____

Airport Concession: _____

Preparer: _____

Telephone Number: _____

Date: _____

List below each ACDBE that participated in a concession during the preceding fiscal year. If no ACDBE firm participated, write “NONE” below.

Name of ACDBE Firm _____

Address _____

City _____ State _____ Zip _____

Contact Email: _____ Phone: _____

Concession Type:	☐ Concessionaire	☐ Sub concessionaire	☐ Supplier
	☐ Joint Venture Partner	☐ Management Contract	☐ Other
Business Type: Non Car Rental:	☐ News & Gifts	☐ Food & Beverage	☐ Wireless Services
	☐ ATM	☐ Vending	☐ Luggage Carts
	☐ Jewelry	☐ Accessories	☐ Janitorial
	☐ Insurance	☐ Parking Management	☐ OTHER
Car Rental:	☐ Insurance	☐ Uniform	☐ Vending
	☐ Gas / Oil	☐ Office Supplies	☐ OTHER

Estimated gross receipts (Goods & Services) for this reporting period: \$ _____

Type of Disadvantage Group:

☐ Black	☐ Hispanic	☐ Native American	☐ Asian-Indian American
☐ Asian-Pacific American	☐ Non-Minority Woman	☐ Other Disadvantaged	

EXHIBIT G

**CONCESSIONAIRE OPERATING AREA MAINTENANCE
RESPONSIBILITIES**

	County	Concessionaire
Rental Car Service Counter/Office Space		
Shell Building (structural, mechanical & electrical)	x	
Monthly Utility Costs (electrical, water, sanitary sewer, and natural gas)	x	
General Maintenance (HVAC & fire suppression)	x	
Janitorial Services		x
Monthly data & telecommunications services		x
Overall Cleanliness & Appearance		x
Cleaning of Floors, Walls, Ceilings & Surfaces		x
Carpet Cleaning (Minimum of Twice per Year)		x
Proprietary Operating Systems, furnishings, signage, fixtures, & equipment specific to Concessionaire		x
Disposal of Trash, Refuse, Debris and Recycling		x
Parking Spaces (Ready/Return)		
Repair and maintenance of paved surfaces	x	
Pavement Markings	x	
Common Area Lighting	x	
Directional Signage	x	
Code-required Signage	x	
Landscape Maintenance	x	
Monthly Utility Costs – electrical	x	
Stormwater management system	x	
Parking Space Stall Signage & Concessionaire Branding		x
Snow and Ice Control		x
Snow and Ice Removal		x

EXHIBIT H INSURANCE REQUIREMENTS

1. 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).
2. 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.
3. 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.

4. 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.
5. 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.
6. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Proposal; Physical Evidence Platform Solution; Fil

Action Requested: County Manager Signature

Parties to the Agreement: File on Q and Gunnison Sheriff's Office

Term Begins: Upon signature

Term Ends:

Grant Contract #:

Summary:

A standalone evidence management system that can create bar codes and track all our evidence no matter where it is at.

Fiscal Impact: 6,800.00

Submitted by: adam murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/14/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/16/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/16/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/25/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 8/5/2025



PHYSICAL EVIDENCE PLATFORM SOLUTION

PROPOSAL FOR

Gunnison County Sheriff (CO)

*You have an important job to do. We want to help
you do it with excellence.*

PREPARED BY
Kristee Ulerick
Evidence Specialist & Consultant

859-823-9958
kristeeu@fileonq.com
<https://fileonq.com>

EvidenceOnQ

Evidence Management Solution by FileOnQ

We appreciate the opportunity to provide your agency with this proposal for the EvidenceOnQ evidence management solution.

FileOnQ, Inc. has implemented the EvidenceOnQ system at over 350 agencies in the U.S. and Canada. Not only do we offer a unique solution, we provide a team of professionals who have a background in law enforcement. They bring unique, extensive expertise to your agency that goes far beyond just training. With experience in evidence management, crime scene investigation, and administration, our specialists assist your agency in developing policies and procedures, meeting accreditation standards, property room moves and design, and other projects that may need consulting expertise.

Agencies see an immediate return on investment when they implement EvidenceOnQ. It reduces hand-written documentation, eliminates repetitive work effort, minimizes paper, and automates the chain of custody.

OFFICERS spend less time filling out bags and tags and more time available for calls.

EVIDENCE STAFF will no longer spend hours doing data entry and repetitive computer entry. Transactions are fast and automated using barcode technology.

SUPERVISORS have reports at a glance showing productivity, inventory, and statistics.

ADMINISTRATION feel confident their evidence management meets best practices and accreditation standards.

PROFESSIONAL STANDARDS units can perform random audits, knowing the chain of custody and audit trail are automated and unalterable.

Our goal is to meet your agency's unique evidence management needs and stay within your budget. We welcome the opportunity to implement the EvidenceOnQ at your agency.

Sincerely, Kristee Ulerick

EvidenceOnQ Subscription Overview

- \$635/month
\$476.25/month
Discount (%) -25

\$476.25

\$6,800

- Design customized profile screen. Includes population of user groups and permissions, lookup tables, locations, barcode design, etc.
- Remote software installation and configuration on customer server.
- Design of seven (7) custom reports to include Property Report, Chain of Custody, Check-out receipt, Named list, Owner letter, Random Audit Report, Dispo Authorization.
- Training provided through web meetings.

\$6,800

REF#: 203773

June 11, 2025

Peripheral Hardware	Qty
Symbol Li 4278 Wireless Bluetooth Barcode Scanner	1
Topaz Signature Pad (USB)	1
Zebra ZD420 TT Thermal Transfer Barcode Label Network Printer	1
Case of 4x2 polypro thermal transfer labels - 4 rolls per case = 4,400 labels *	1
Case of 4.33" wax/resin ribbon cartridges - 6 per case *	1
Peripheral Hardware is calculated into Monthly Subscription Fee .	

Your hardware is incorporated into this subscription plan and warrantied for life. If a device breaks or becomes obsolete, FileOnQ will replace it at no charge to your agency.

** Labels and ribbons are consumables and may be purchased through FileOnQ as needed.*

Your proposed investment is:

Year one: \$6800 (\$3400 due 30 days after order. \$3400 due 6 months after order)

Annual subscription: \$5715 (may be paid annually or in monthly payments of \$476.25)

EVIDENCEONQ

Features & Functionality

EvidenceOnQ Application Software License

EvidenceOnQ is built on a Microsoft Operating System platform that utilizes proven methods and technologies. The multi-tier nature allows for implementation in both small and large environments, whether on a single server or distributed onto several servers to improve performance. EvidenceOnQ runs on Microsoft SQL Server 2016 and higher, provided by the customer. The data stored in EvidenceOnQ can be backed-up, restored, or extracted using standard SQL tools and routines, ensuring your data is backed up for disaster recovery or archival purposes.

Administrative Desk Top Client

The EvidenceOnQ administrative desktop client is a full-featured Windows application that allows users to access the system from the server. It provides all the functionality and tools to fully manage evidence and make administrative changes to the database. It is primarily used by evidence management personnel who need full administrative privileges above and beyond the web browser users. It includes the ability to:

- Add new items
- Print labels and reports.
- Transfer evidence to other locations individually and in groups
- Obtain a signature when transferring or releasing evidence
- Manage the lookup values, locations, users, and reports
- Assign permissions in user groups, including record security and field security
- Design barcode labels for items and locations
- Build and save custom queries
- Perform batch update edits to groups of records
- Create, perform, and store inventory projects

Customized Profile Screen

One of the most unique and appealing features of EvidenceOnQ is the patented Profiler tool. It provides an "off-the-shelf" software system that gives each agency the flexibility to determine the layout of their screen, known as the profile. The configuration of the profile will conform to the unique policies and procedures of each agency. Not only does it provide flexibility when the system is initially installed, the profile screen can be changed any time a need arises. FileOnQ provides the patented Profiler tool to the agency, who can make needed changes to the screen. **This can be done at any time without permission from FileOnQ or incurring additional cost.**

The following field types are available when creating or modifying the profile screen:

Text	Simple Lookup	Multi-Line
Formatted Text	Coded Lookup	Dependent
Decimal	Check Box	Date
Currency	Calculated	Time

EvidenceOnQ provides the convenience of one screen for all transactions. This includes data entry, searches, scanning, checking items out, and transferring items in groups. The screen example below shows some of the common data fields you may choose to include on your profile screen. **Your profile will be configured to meet your needs.**

Example of profile screen

FileOnQ 8.0.1118 - Evidence 8.0 - SYSTEM

File Edit View Fileroom Labels eDocuments Reports Tools Data Help

Clear New Save Barcode Transfer All Transfer Transfer with signature Scan a Group Browse Query by Text

Custom Queries Named List Excel Batch Update Query by Current Location Named List Property Report Rls Letter Chain of Custody

Barcode: _____

Current Location: _____

Details

Evidence Info | Notes | History | Retention | Documents

Case # _____ Item # _____ Collected By _____ Search Warrant _____

Date of Offense ____/____/____ Crime Code _____ Collected Date ____/____/____ Time ____:____

Offense Category _____ Collected Address _____

Case Officer _____ Collected Location _____

☐ Owner Unknown or N/A

Owner Last _____ Owner First _____ Address _____ City, State, ZIP _____ Owner Email _____ Owner Phone (____)____-____-____ DOB ____/____/____

☐ Suspect Unknown

Suspect 1 Last _____ Suspect 1 First _____ Suspect 1 MI _____ DOB ____/____/____

Suspect 2 Last _____ Suspect 2 First _____ Suspect 2 MI _____ DOB ____/____/____

Victim Last _____ Victim First _____ Victim MI _____ DOB ____/____/____

Additional Suspects _____ Additional Victims _____

Property Type _____ Gun Type _____

Item Type _____ Make _____

WA 3AK + _____ Model _____

Susp Drug Type _____ SN/VIN _____

Quantity _____ Weight _____ Caliber _____

Measure _____ Verified Unloaded _____

Color _____ Recovered Stolen _____

Clothing Type _____ Agency Info _____

Additional Desc _____ Submitted Location _____

☐ BIOHAZARD

\$100 _____ \$1 coin _____ Lab Number _____

\$50 _____ .50 _____ Date Tested ____/____/____

\$20 _____ .25 _____ Auction Barcode _____

\$10 _____ .10 _____ Dispo Authorized _____

\$5 _____ .05 _____ Hold Date ____/____/____

\$2 _____ .01 _____ Letter Sent ____/____/____

\$1 _____ Money Total _____

Verified By _____

If agencies choose to use this feature, the EvidenceOnQ system will automatically assign the next sequential item number in the case. This eliminates the potential for duplicate item numbers in a case. The FileOnQ ProFiler allows agencies to enable this feature.

Case Number	18-123456	Item #	3
Offense Type	H - HOMICIDE		
Date of Offense	07/27/2018		

Control Fields

The partial screenshots below show the control field selections that enable (or disable) the dependent fields. The examples show a selection of currency, narcotics, and guns with applicable fields enabled. Fields that do not apply to the selected description are disabled, making entry easier and more accurate. Agencies may choose which enabled fields are optional and which are mandatory. For example, when entering a gun, the make and serial number are required, but the model is not.

The image displays three partial screenshots of the EvidenceOnQ software interface, each showing a different category of evidence with its corresponding control fields.

- Drugs:** The 'Property Type' is set to 'Evidence'. The 'Item Type' is 'NARCOTICS'. The 'Drug Type' is 'Heroin'. The 'Weight' is '1.5'. The 'Measure' is 'Grams'. The 'Color' is 'White'. The 'Additional Desc' is 'Purple crown royal bag with green easy substance'. The 'Gun Type' is 'Semi-automatic'. The 'Brand' is 'GLOCK'. The 'Model' is '17'. The 'SN' is '321512RB'. The 'Caliber' is '7.62'. The 'Recovered Status' is 'No'. The 'NOC Info' is '1'.
- Firearms:** The 'Property Type' is set to 'Evidence'. The 'Item Type' is 'FIREARMS'. The 'Gun Type' is 'Semi-automatic'. The 'Brand' is 'GLOCK'. The 'Model' is '17'. The 'SN' is '321512RB'. The 'Caliber' is '7.62'. The 'Recovered Status' is 'No'. The 'NOC Info' is '1'.
- Money:** The 'Property Type' is set to 'Evidence'. The 'Item Type' is 'CURRENCY - U.S.'. The 'Quantity' is '100'. The 'Measure' is 'Bills'. The 'Color' is 'Green'. The 'Additional Desc' is 'Cash found with address book'. The 'Currency Total' is '\$3,356.00'. The 'Money Total' is '\$3,356.00'.

Barcode Tracking

One of the most powerful features of the EvidenceOnQ system is the use of barcode technology. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and document the transfer of that item to another location or status.

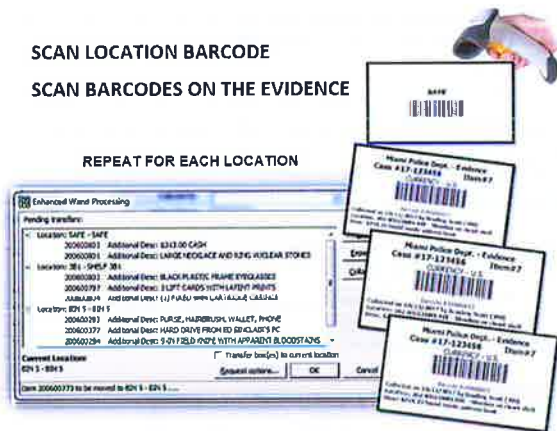
EvidenceOnQ provides the user with complete flexibility to design and print customized bar code labels. Any of the fields on the customized profile screen can be printed on the label. This printed information eliminates the need for officers to hand-write information on the evidence bag. Customized location labels and location control sheets can also be easily designed and printed.

The image shows a sample barcode label for the SAN DIEGO POLICE DEPT. - Evidence. The label contains the following information:

- SAN DIEGO POLICE DEPT. - Evidence**
- CASE#12-001234 Item #7**
- CURRENCY \$3,356.00**
- Collected on 6/25/2012 by Avery, Craig (422)**
- Suspect: Wilson, John A. DOB: 5/12/1968**
- Desc: Cash found with address book**
- Barcode #: 200600015**

EvidenceOnQ also creates barcodes for locations, including **people, places, a status, or a disposition**. Transactions can be performed without having to enter any hand type data from your keyboard. This allows the user to scan an item and then scan the location where it is to be transferred. It gives you fast, accurate, completely keyless transactions.

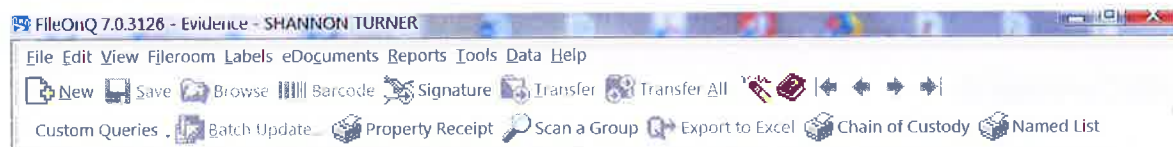
Locations may also be assigned categories to filter and sort items. For example, by creating a location category such as FINAL, you can see all locations that represent evidence that are permanent releases such as *Destroyed*, *Returned to Owner*, *Auctioned*, etc. Any group of locations can be placed in a category to make searching and sorting much faster.



As evidence is moved to various locations, EvidenceOnQ automatically assigns the date and time in the unalterable audit trail. The audit trail provides a complete record of every action taken to the record from the time it was created. The User Login and User Name is also recorded with the name of the PC, the IP address, and the name of the person who logged in as the Windows user.

Customized Toolbar

In the desktop client application, users can customize the standard toolbar by adding or removing icons. Users can also create additional "personal" toolbars containing shortcuts for functions they perform regularly. These toolbars themselves can be "dragged and dropped" anywhere on the EvidenceOnQ Profile. A "global" toolbar can be set for desktop, so the toolbar is standardized.



Signature Capture

The signature capture module allows signatures to be captured when transferring evidence. This eliminates the need to maintain signatures on paper. The system captures the digital signature and stores it in the unalterable chain of custody for each item that was scanned. A customized checkout receipt may be printed out at the end of each transaction if required.



June 11, 2025

Notes Tab

The Notes Log enables agencies to create specific categories for entries. The entries are date and time stamped and show the user login. Users can choose to have the entries displayed vertically or horizontally. Notes Log entries cannot be edited or deleted by anyone and are fully searchable using the Query by Notes Log feature under the file menu.

Barcode: 200601191 [Has Requests](#)

Current Location: RPDFV - FIREARMS VAULT 8/16/2018 4:45:25 PM STURNER

Location Category:

Home Location:

Box Location:

Date Completed:

Details

Evidence Info Notes **History** Retention Documents

NotesLog

Add Entry Refresh ☒ Split tab vertically

Date	Subject	Entry	Login
8/16/2018 8:15:18 PM	OPENED FOR VIEWING	DA and defense attorney were present to view the evidence	SYSTEM
8/16/2018 8:12:21 PM	E-MAIL	Email received from DA's office regarding case status.	SYSTEM
8/16/2018 8:11:22 PM	CHANGE NOTE	The case number was changed per request of the officer	SYSTEM

Chain of Custody

Maintaining a solid chain of custody is one of the most important requirements in evidence management. EvidenceOnQ makes the chain of custody automated and unalterable. The system also generates a customized chain of custody report that makes trial preparation automated, accurate, and efficient.

CHAIN OF CUSTODY

CASE #: 14-000213 EVENT DATE/TIME: 8/16/2018 4:45:25 PM

CASE TYPE: FIREARM - VOLUNTARY EVENT ADDRESS: 40 JADWON

CASE OFFICER: Shannon, Thomas (1111) ITEM #: 1 FIREARMS

RECOVERED LOCATION: GLOVE COMPARTMENT OF VEHICLE RECOVERED BY: Shannon, Thomas (1111)

APPROX. DATE/TIME: 8/16/2018 4:45:25 PM

Date/Time	Received/Issued	Item Moved to This Location
8/16/2018 4:45:25 PM	SHANNON TURNER	TEMP EVIDENCE LOCKERS
8/16/2018 4:45:25 PM	SHANNON TURNER	Removed from Temp Lockers
8/16/2018 4:45:25 PM	SHANNON TURNER	HANDGUN VAULT
8/16/2018 4:45:25 PM	SHANNON TURNER	JODY BETH
Follow Up - Released to detective for witness		
8/16/2018 4:45:25 PM	SHANNON TURNER	RECEIVED NEW PORTABLE EVIDENCE
8/16/2018 4:45:25 PM	SHANNON TURNER	HANDGUN VAULT
8/16/2018 4:45:25 PM	SHANNON TURNER	Returned to Owner

Case Closed - Okay to release per DA's office

Print Chain of Custody for case #: 14-000213

Printed by: Shannon, Thomas (1111)

Audit Trail

The audit trail for each record begins when the item is created. EvidenceOnQ automatically documents the date, time, and user in the unalterable audit trail for each record. It continues by documenting the same for each transfer, edit, or request made to that record. In addition to the function performed, it also contains the old and new values, user login and name, and the name of the computer, IP address, and Windows user login.

Record History

Print Report...

Barcode: 200601191

Additional Desc: Gun with broken grip

Action Type	ActionTimestamp	SysTimestamp	User Login	User Name	Location Code	Location Name	Host Name	Host IP	Windows User
Request	8/16/2018 4:51:24 PM	8/16/2018 4:51:24 PM	SYSTEM	SYSTEM	09	LATENT PRIN	:::1	:::1	WebServer
Transfer	8/16/2018 4:45:25 PM	8/16/2018 4:45:25 PM	STURNER	SHANNON TURNER	RPDFV	FIREARMS W	SHANNON-DELL	192.168.1.134	Shannon
Edit	8/16/2018 4:45:18 PM	8/16/2018 4:45:18 PM	STURNER	SHANNON TURNER			SHANNON-DELL	192.168.1.134	Shannon
Transfer	8/16/2018 4:45:08 PM	8/16/2018 4:45:09 PM	STURNER	SHANNON TURNER	Rem Temp Lock	REMOVED FF	SHANNON-DELL	192.168.1.134	Shannon
Create	8/16/2018 4:42:21 PM	8/16/2018 4:44:28 PM	STURNER	SHANNON TURNER	Temp Locker	Temporary U	SHANNON-DELL	192.168.1.134	Shannon

History

The History tab displays a list of all the **changes** that have been made for a record. These fields are non-editable and view-only. For example, if a user changed the weight of the narcotics from 52.4 grams to 5.24 grams, it would show the person who made the changes, the date and time, the IP address, and the old and new values.

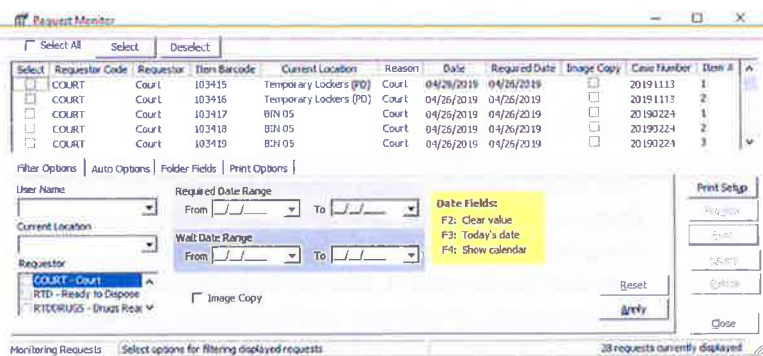


Work List Management

The Worklist feature allows users to create and save a group of items with a common task. For example, evidence to be pulled for destruction, evidence waiting to go to the lab, items pending officer review, or narcotics to be put into a court order, etc. This allows a user to work on a large project as time permits and continue to add to the ongoing work list. The list can be recovered when the project is ready to be finished. This collection is associated with a user's login and is preserved even if the user logs off.

Request Module

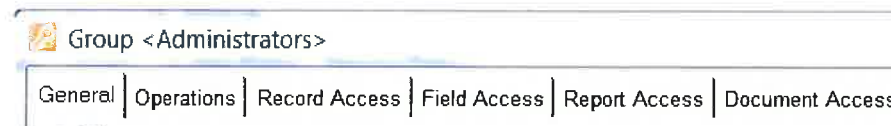
The Request Module gives officers the ability to submit a request to the evidence personnel for a variety of reasons. For example, a request may be submitted to pick up evidence for court, check out for viewing, or to authorize the release. Many agencies use this feature for their officers to authorize the disposition of property, eliminating the need for paper authorization to be maintained. The requests are permanently documented in the audit trail of each item.



Requests are immediately displayed on the Request Monitor. This provides the property room personnel the ability to view, sort and print "pull lists" to fill incoming requests. The Request Monitor can be configured to automatically refresh at set intervals and filter requests by certain criteria. The Request Monitor can be left running in a separate window while working in EvidenceOnQ or other applications.

Security and Policy Management

The EvidenceOnQ system requires a User ID and password to log in. (Large agencies may choose to purchase our optional integration with Active Directory.) A system administrator can create groups and grant or deny permission to group members. System policies can also be set for password expiration (or non-expiration), minimum password length, failed log-in attempts, strong passwords, and session control logout for inactivity.



Additional options for user groups include:

- **Record Access** – Agencies may choose to limit user groups from viewing records. Evidence in specific cases can be restricted if they are highly sensitive or confidential. Large agencies often create groups to restrict the view of evidence by the type of crime such as homicide, sexual assaults, etc.
- **Field Access** – Fields on the customized profile screen can be disabled for user groups. For example, the property and evidence room personnel may have fields they use for their purposes, but do not apply to patrol officers. If a field is restricted, the user group does not see the field.
- **Report Access** – Each user group is given access to specific reports. For example, officers may need access to the property report and chain of custody, however the evidence personnel would also need to also access the owner letter and auction manifest.
- **Notes Log Subjects** – Agencies can determine what Notes Log subjects can be used and viewed by members of a group.
- **Document Access** – For agencies that have the eDocs module, user groups are given specific permission to view, upload, or download specific document types.

Retention Module

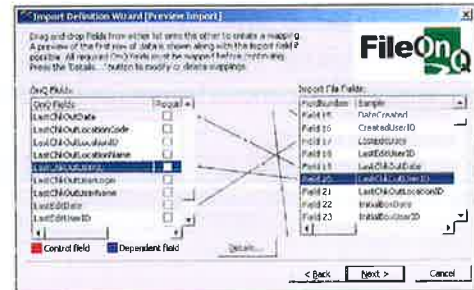
One of the biggest challenges in evidence management is determining when an item is available for destruction, return to owner, auction, etc. Purging items from the evidence room is a lengthy, laborious process. The retention module enables agencies to set a review or disposal date on evidence in accordance with their policies or statutes. EvidenceOnQ will auto-assign the review date based on the type of crime. The review date can be modified throughout the process if certain cases are delayed in court or are pending appeal.



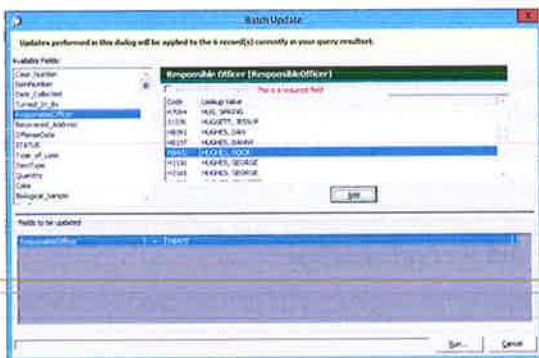
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Data Import, Export, Mapping and Validation

The import utility allows records to be imported from other data sources. EvidenceOnQ comes standard with a fully configurable import utility that can match field for field from any ASCII delimited data file, which is then imported into the EvidenceOnQ system. This can be done as an automated, scheduled import or an import on demand. The export utility allows users to create, save, and run any number of export routines. All imports that are run, whether manual or unattended, produce a log file. Any records that fail the import validation process will be listed in the log. All import logs are stored with a date and time stamp and can be viewed through the Import Log View. Any data can be exported from the EvidenceOnQ database.



Batch Update

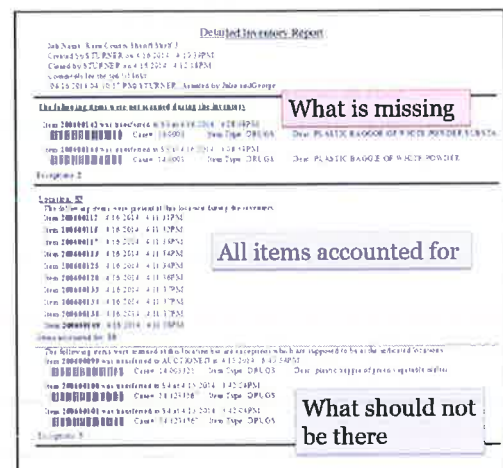


EvidenceOnQ allows for data to be changed or updated in a group. For example, if evidence is logged under the wrong case number, the items can be queried into a group, and the case number changed all at once. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Additionally, the retention code, review date, or retention comments can also be changed using this feature.

Inventory Module

The inventory feature enables projects to be created and paused, leaving the project open until it is finished. The detailed inventory report shows specific details about the report: the items missing, all items accounted for, and items that do not belong in that location. Comments may be added to the inventory, allowing users to document any corrections or clarifications needed. All comments are date and time stamped to preserve the integrity of the inventory,

EvidenceOnQ maintains a history of the inventories completed. An inventory history is also be maintained for each item, documenting how many times it was inventoried and the status of the item at the time of the inventory.



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Searches and Queries

Query-by-Example: Users can conveniently search directly from the customized profile screen. Any field or combination of fields can be searched using known information, unknown information, or partial information. For example, a search can be made for all Smith & Wesson guns recovered by a specific officer in 2028 where the suspect was a juvenile. There is virtually no limit to the combination of fields and number of searches that can be performed.

Query-by-Current Location: Searches can be run by current location or a combination of locations.

Query by date: This includes all date fields on the profile screen in addition to date created, last edit date, and last transfer date.

Query-by-Scan: This enables users to create a group by scanning the barcodes on the evidence. The user can then choose any number of actions such, as transferring them all to another location, creating letters to the owners, generating a list for a court order, printing a report, etc.

Query-by-text: This feature performs system-wide queries rather than field-specific. The user is prompted select a search for all data fields on the profile, all text in the free-form notes tab, all information in the check-out comments and names, and document keywords in the eDocs module. The results of the query shows how many times the value was found, the field(s) where they were located, and enable the results to be put into a query set.

Custom Query Manager: Queries can be conveniently created, organized, updated, and run. Custom queries are virtually unlimited with variable criteria and can be categorized for organization. For example, queries can be set up for statistics, such as the number of items received, destroyed, or returned to owner. When the results of a query are displayed, the user has many options such as viewing the data in browse, producing it in a custom report (form), transferring the records to another location, or exporting the data to Excel

The screenshot displays the Custom Query Manager interface. On the left, a sidebar lists query categories and specific queries:

- Ad Hoc...**
- Manage...**
- Category: DAILY**
 - All station lockers
 - Locker Check
- Category: DISPO REVIEW**
 - Assign Retention
 - Found Property over 90
 - Letters over 30 days
 - Retention Review
- Category: PURGE PROJECTS**
 - Bikes for Donation
 - Drugs to Prepare for Dest
 - Drugs Verified to Destroy
 - Found Letters to send
 - Pending Auction
 - Pending Destruction
- Category: STATISTICS**
 - Auctioned
 - Destroyed
 - Intake
 - Returned to Owner

The main area shows a data table with columns for various attributes. Overlaid on the table are three summary boxes:

- Yearly report:**
 - Intake
 - Destroyed
 - Auctioned
 - Released to Owner
 - Department Use
- Monthly Intake:**
 - Misdemeanors
 - Felonies
 - Sexual Assaults
 - Homicides
 - Found Property
- Current Inventory:**
 - Drugs
 - Guns
 - Money
 - DNA

At the top right, a small window shows an "Export to Excel" button and a "Data Group" dropdown menu.

Custom Reports

Custom reports/forms are produced after performing any type of query, making them dynamic and versatile. With the unlimited field data selection options for queries, there is no limitation to the reports that can be run. FilcOnQ uses Crystal Reports to develop these forms, however the end user is not required to have any Crystal license or expertise because the reports are run from within the application. The following examples show the query that can be performed and the custom report that is generated with the information. We will work with your agency to design your custom reports to meet your needs.

Property Report

The property report generated from EvidenceOnQ will list the property associated with a case, the corresponding unique barcode, and pertinent information for each item. This report is often attached to the case report.

Item #	Description	Recovered by Officer	Recovery Address
1	Blue water jug containing coins	Avery, Craig (422)	326 W. BONNEVILLE
2	Blue water jug containing coins	Avery, Craig (422)	326 W. BONNEVILLE
3	Blue water jug containing coins	Avery, Craig (422)	326 W. BONNEVILLE

Case Number	Case Officer	Offense	Item #	Item Type	Description	Recovered by Officer	Recovery Address
12-001234	SanAgustin, John	HOM - HOMICIDE	6	BEDDING	Blanket that victim was wrapped in on fire couch	Avery, Craig (422)	326 W. BONNEVILLE
			7	CURRENCY	Blue water jug containing coins	Avery, Craig (422)	326 W. BONNEVILLE
			8	TRACE EVIDENCE	Crimp of hair	Avery, Craig (422)	326 W. BONNEVILLE

Checkout Receipt

When items are transferred using signature capture, the system prompts the user to generate a transfer receipt. If the user chooses not to print a receipt, the signature can still be printed at any time in the future in the chain of custody report.

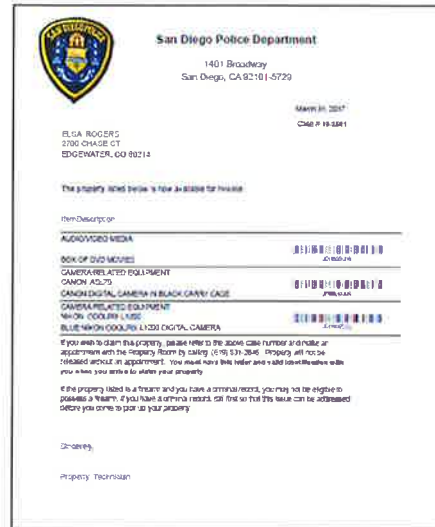
Disposition Request

The disposition request form itemizes property in a case that has come up for review. The officer can complete the form by hand or, to become paperless, use the Request Module to authorize the disposition of the property. For agencies that implement the Notification Module, this form is eliminated, with the entire process being automated.

Item Description	Evidence	Disposition
Allotoids container with rock substance	200600047	☐ Dispose ☐ Hold Until

EvidenceOnQ will generate your owner notification letters. The system will conveniently sort which items are associated with the appropriate legal owner listed. Letters will be generated for each owner, even when multiple cases are being processed.

CHAIN OF CUSTODY			
CASE# 14-005213		EVENT DATE/TIME:	
CASE TYPE: FELONY - VIOLENT		EVENT ADDRESS: 40 JADWIN	
CASE OFFICER: Amari, Ahsan (2474)			
		ITEM # 1 FIREARMS	
RECOVERED LOCATION: GLOVE COMPARTMENT OF VEHICLE		RECOVERED BY:	
Aguine, Rich (55)			
Date/Time	Logged in User	Type received to this Location	
3/20/2014 11:38:36AM	SHANNON TURNER	TEMP EVIDENCE LOCKERS	
3/20/2014 11:40:48AM	SHANNON TURNER	Removed from Temp Lockers	
3/20/2014 11:40:48AM	SHANNON TURNER	HANDGUN WALLET	
3/20/2014 11:42:34AM	SHANNON TURNER	JOE BERRY	
Police Up - Released to detective for witness interview			
3/20/2014 11:44:48AM	SHANNON TURNER	RECEIVED NEW PORT RICHEY EVIDENCE	
3/20/2014 11:45:10AM	SHANNON TURNER	HANDGUN WALLET	
3/20/2014 11:45:32AM	SHANNON TURNER	Returned to Owner	
Case Closed - Clay to release per DA's office			
		Lance Montrose	



EvidencneOnQ will produce the chain of custody for one or multiple items. Each item shows a complete, unalterable history of for the item. Included in the chain of custody are all dates, times, users, and any associated signatures for each transaction.

Best practices for evidence management include documented and periodic inspections and audits of the property-evidence inventory. The “Random Audit Report” takes a random, percentage based sample of evidence records from a specified category such as guns, drugs, or money. A report is created from which the auditor can use to verify the items. The report has a place for the auditor to initial that each item was found at its correct location, and a place for annotations about the items. These notations can also be documented in the notes log section of the records.

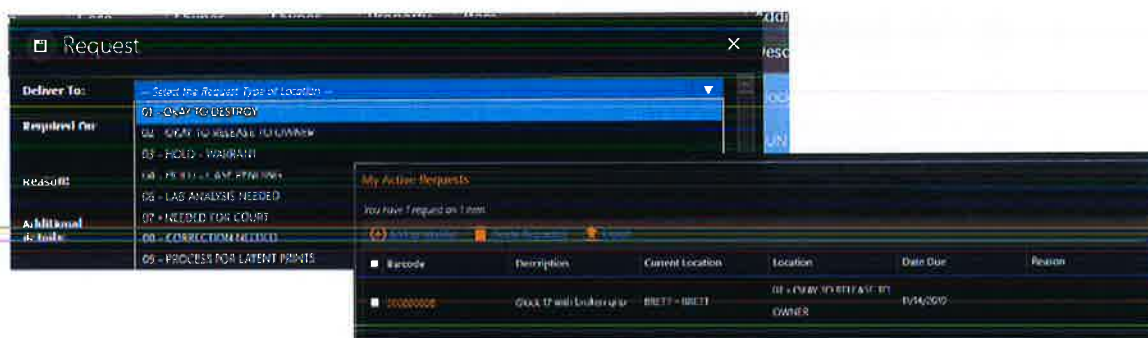
Barcode	Case #	Case Title/Case Name	Item Type and Description	Quantity
	00118458	27-07-2020	FIREARM	1
Location: 00118 - 00118 Description: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020				
	00118458	27-07-2020	FIREARM	1
Location: 00118 - 00118 Description: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020				
	00118458	27-07-2020	FIREARM	1
Location: 00118 - 00118 Description: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020				
	00118458	27-07-2020	FIREARM	1
Location: 00118 - 00118 Description: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020				
	00118458	27-07-2020	FIREARM	1
Location: 00118 - 00118 Description: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020 Status: 27-07-2020				

EvidenceOnQ Webview

WebView is built for end-users to enter evidence quickly and easily in a dashboard type atmosphere. It is **easily accessible from any location with a connection to your agency's intranet**. This is especially convenient for patrol, detectives, and crime scene investigators. Data can be entered in one location and then print the barcode labels at a later time and location. Users can also generate forms and reports such as an evidence report or chain of custody. These forms and reports may be printed or saved as a Word or PDF document. Permissions to access forms and reports may be limited per user group.

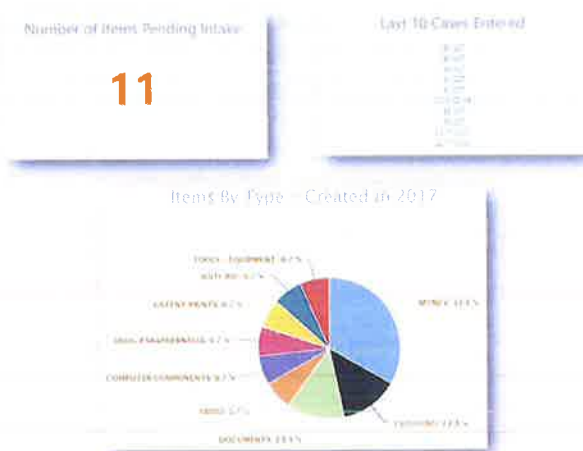


Users can submit requests associated with evidence, such as items needed for court, case follow-up, or authorizing the release to owner. When users log in to WebView, their pending requests are listed. They may cancel the request if it is still in the pending list. When the request is fulfilled, it is eliminated from the pending requests.



The dashboard in WebView displays widgets appropriate to each user group. Officers will see a list of the last 10 cases they entered, while the evidence staff will see the number of items in intake and the type of evidence being stored. The system includes these three widgets. *If additional widgets would benefit your agency, please let us know and we will include them in your proposal.*

Widgets can be displayed as a bar graph, pie chart, gauge, timeline, quantity counter, or text. For evidence staff that work primarily in the desktop client, this dashboard can be viewed from a utility on their computer without having to log in to WebView. NOTE: The WebView module is required to view widgets.



eDocs

eDocs eliminates the need to make copies and store documents related to evidence.

- Owner documentation
- Crime lab reports
- Owner's driver's license or ID
- Court orders
- Existing chain of custody paper documentation

eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. The user can view the documents by either double-clicking a document icon or the View button. The eDocs system communicates with the Windows OS telling it which application to open to view that document, such as Word, Adobe, Media Player, etc. Any type of document can be opened if the user has the proper application and permission. Document types and keywords are fully searchable in combination with data on the profile page.

The screenshot displays the eDocs application window. On the left, there are several overlapping document thumbnails, including a California Driver License for Jane Mitchell. The main area shows a list of documents with columns for document ID, type, and dates. Below the list, the 'Document Details' tab is active, showing information for a 'Lab Report' document.

Document ID	Document Type	Date Received	eDoc Link Date	Document Keywords
000000000000159	Lab Report	05/21/2009	05/21/2009	DNA hit on suspect Johnson
000000000000160	Lab Report	10/23/2013	10/23/2013	
000000000000216	Court Order	07/24/2015	07/24/2015	
000000000000039	Court Order	06/01/2010	06/03/2010	
000000000000214	Rank Statement	07/01/2015	07/01/2015	

Document Details | eDocs | Document Tracking

Document Type: Lab Report

Document Barcode: 000000000000020

Date Received: 05/21/2009 <- Today eDoc Link Date: 05/21/2009

Note: DNA hit on suspect Johnson

Document Keywords: DNA hit

June 11, 2025

SUBSCRIPTION TERMS AND CONDITIONS

1. AGREEMENT: Customer agrees to abide by the payment schedule detailed in the above "Terms and Payment". Supplier agrees to provide product use, deployment, software upgrades, support, and training, as detailed in this proposal.

2. TERM AND PAYMENT: Customer will pay 50% of year one costs within 30 days of order. Remaining 50% will be invoiced 6 months from date of order. Subscription payments will begin one year from date of order and may be paid annually or monthly.

EXAMPLE: Year One Cost \$6800

Date of purchase: July 1, 2025 \$3400 due

6 months from date of purchase: January 1, 2026 - \$3400 due

12 months from date of purchase: July 1, 2026 - begin subscription payments

3. TERMINATION: Customer may terminate this Subscription Agreement in writing within 60 days prior to the annual subscription renewal and payment date. Within 60-days of this cancellation notification, the customer will discontinue use of the FileOnQ software and remove the software from all computers and storage devices. All equipment provided by FileOnQ must be returned to FileOnQ. Customers' data remains the property and responsibility of the customer.

4. OWNERSHIP: This subscription is for the use of the FileOnQ platform solutions, storage, and services detailed in this proposal. FileOnQ maintains all ownership rights of the Software and Equipment.

5. ASSIGNMENT: Customer has no right to sell, transfer, or assign this agreement; sublease the Software and Equipment, or use it as a service bureau for any third party.

6. IMPLEMENTATION: FileOnQ will assign a project manager to oversee the implementation of your solution. In order to complete the installation in a timely manner the customer must also designate a project manager to act as a point person to ensure timely responses by all involved customer stakeholders.

7. ENTIRE AGREEMENT: This agreement contains the entire arrangement between FileOnQ and Customer with respect to payment and ownership of the Software and Equipment and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

8. AGREEMENT ACCEPTANCE: This Agreement shall commence upon signed acceptance below and/or receipt of purchase order.

9. SUBSCRIPTION TERM: The subscription cost is guaranteed for 24 months from the date of contract and will increase by 3% annually thereafter.

June 11, 2025

SUPPORT INCLUDED WITH YOUR SUBSCRIPTION



FileOnQ is committed to doing everything necessary to ensure you are completely satisfied with our product and our support. Unlimited maintenance, support, and training are provided with the purchase of your EvidenceOnQ Solution. This includes:

- All future updates.
- Unlimited telephone and online support.
- Unlimited training via telephone and web-conference.
- Peripheral hardware life-time replacement.
- Assistance with developing new policies and procedures.
- Access to the FileOnQ customer portal website with training videos and tools.

Should a support need arise, you will appreciate our direct line via our 800 number, as well as, our live On-Line Web Support Meeting Center.

Email: Support@FileOnQ.com

Phone: 1-800-603-6802 select 4 from the menu

FileOnQ customers overwhelmingly agree that the ongoing maintenance, support, and training provided by our FileOnQ law enforcement experts improves their system use and departmental productivity to the extent that their investment pays for itself several times over.



"I wanted to reach out to you and let you know how much I appreciate everyone at FileOnQ. Ron and Scott are really amazing and have done everything they seemingly can to solve our problems when they arise (which isn't often). And their quick responses to my requests are really unparalleled. Being in IT as long as I have it's not often you see that on a consistent basis.

When I have had to call your support desk (and it's not that often) - Bridget has always fixed my issues and, again, with exceptional response times!

To have a product that is rock solid is something to hang your hat on but to have the support personnel that backs it all up is something to be really proud of. Thank you very much." Local Systems Administrator II, Kansas City Police Department

June 11, 2025

System Requirements

FileOnQ Server

Hardware

- Dual-Core Processor (Quad-Core recommended)
- 8 GB RAM (16 GB recommended)
- 2 GB disk space
- SVGA display (1024x768) or higher

Operating System

- Windows Server: 2003*, 2008 Family*, 2012*, 2016, 2019, 2022

SQL Server

- SQL Server: 2005*, 2008R2*, 2012, 2014, 2016, 2017, 2019, 2022 Express or Standard

Network

- Windows Networking using TCP/IP, UNC
- Name resolution (DNS)
- Shared UNC path for shared settings

If Adding WebView or MobileOnQ

- Internet Information Services (IIS) 7 or higher
- .NET Framework 4.5 or higher
- Windows networking using TCP/IP

If Adding eDocs

- Additional required disk space is dependent on the number and type of files stored

Other

- PDF viewing software (such as Adobe Reader)

Desktop

Hardware

- Pentium 4 or higher
- 1 GB RAM (4 GB recommended)
- 400 MB disk space
- SVGA display (1024x768) or higher

Software

- Microsoft Windows: 7, 8.0*, 8.10, and 11
- .NET Framework 4.5
- Internet Explorer 8.0 or higher
- PDF viewing software (such as Adobe Reader)

EvidenceOnQ and Quartermaster are on-premises solutions.

* Versions marked with an asterisk are compatible, but no longer supported by Microsoft.

Rev 6/26/2024

June 11, 2025

NEXT STEPS

1. Please review all sections of this proposal.
2. Please MARK all the feedback boxes below that apply and INITIAL the box at the bottom-left of this page. (This will send me a notification and I'll contact you to discuss the next steps.)
3. If you'd like to speak to me by phone, please don't hesitate to call me directly at 859-823-9958.

I have reviewed your proposal and:
(Please check all that apply.)

- ☐ Everything looks great! We are interested in moving forward with this proposal.
- ☐ Everything looks good, but I have pricing questions/concerns.
- ☐ We are still evaluating other solutions.
- ☐ Everything looks good, however, we're considering this for next year's budget.
- ☐ I have questions about DigitalOnQ.
- ☐ Everything looks great, but I'm not the final decision maker.

 Adam Murdie

Sheriff Adam Murdie
Gunnison County Sheriff (CO)

PREPARED BY
Kristee Ulerick

Kristeeu@FileOnQ.com
859-823-9958
<https://fileonq.com>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; AML Peer and Ment

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: AML Peer and Mental Health Support

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for interpretation and other bilingual services for Juvenile Services and GCSAPP.

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: 7/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of August, 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 AML-PEER and MENTAL HEALTH SUPPORT, LLC whose address is 26 CASTLE RD #5 CRESTED BUTTE, CO. 81225 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding interpretation and translation services as identified in the Scope of Work attached here to 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 July 31, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality services to youth strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed fifteen thousand and No/100 U. S. (Dollars \$15,000). 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.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of 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. 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 amount

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor represents that Contractor will not drive or use an automobile as part of the Services of this Agreement. Accordingly, Gunnison County has not required that Contractor carry comprehensive automobile liability insurance.

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: [Name] AMIL - PEER and Mental Health Support LLC
[Address] 26 CASTLE RD #5.
CRISTED BOHR, CO.
81225

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: _____
Laura Puckett Daniels, Chairperson

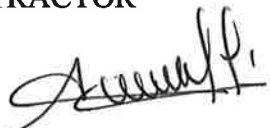
ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____


AMC- PEER and Mental
Health Support.

APPENDIX "A"

SCOPE OF SERVICES

Interpretation & Bilingual Services

Services:

- **To Provide simultaneous interpretation at Juvenile Services and GCSAPP meetings and community events**
- **Other bilingual services as needed**

Rate of Pay:

- **\$45 an hour for services not to exceed \$15,000 a year**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Pinnacle Insight

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Pinnacle Insights LLC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for the youth wellness program for therapy.

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: 7/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 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 Pinnacle Insight LLC, whose address is 307 N. Main St. Suite 21 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Youth Wellness Program 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 August 30, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality services to youth strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed four thousand two hundred and No/100 U. S. (Dollars \$4,200). 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.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of 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).
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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 amount

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor represents that Contractor will not drive or use an automobile as part of the Services of this Agreement. Accordingly, Gunnison County has not required that Contractor carry comprehensive automobile liability insurance.

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.

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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.

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- 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 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.

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: [Name] Pinnacle Insign+ LLC
[Address] 367 N. Main ST. Suite 21

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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Joelle Fuller
Pinnacle Insight LLC.

APPENDIX "A"

SCOPE OF SERVICES

Youth Wellness

Goals:

1. To meet the needs and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6th-12th grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

Subcontracting with local therapists to see youth at a reduced rate of \$100 per session, to be covered through funds awarded to Gunnison County Substance Abuse Prevention Project (GCSAPP) to support youth mental health, so that youth can access this service for free within two weeks of referral.

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and be brought to the GCSAPP.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP Youth Wellness collaborators:

Collaborators will provide therapeutic services to youth referred to through Youth Wellness within two weeks of referral.

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this agreement. If a party chooses to withdraw, the said party commits to making arrangements to complete assigned or pending activities before termination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Willow Bay Counse

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Willow Bay Counseling LLC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contact for the youth wellness program to provide therapy.

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: 7/29/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of September, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 300 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Willow Bay Counseling, LLC whose address is 103 W. Tomichi Ave., Suite 201-C Gunnison, CO 81230 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Youth Wellness Program 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 August 30, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality services to youth strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed four thousand two hundred and No/100 U. S. (Dollars \$4,200). 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.

[IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of 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. 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 amount

of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Contractor represents that Contractor will not drive or use an automobile as part of the Services of this Agreement. Accordingly, Gunnison County has not required that Contractor carry comprehensive automobile liability insurance.

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 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.

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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: [Name] Willow Bay Counseling LLC
[Address] 105 W. Tomichi Ave, Suite 201-C
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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR
Andrea Breiner, MA, LPC, NCC, LAC

By: _____

APPENDIX “A”

SCOPE OF SERVICES

Youth Wellness

Goals:

1. To meet the needs and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6th-12th grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

Subcontracting with local therapists to see youth at a reduced rate of \$100 per session, to be covered through funds awarded to Gunnison County Substance Abuse Prevention Project (GCSAPP) to support youth mental health, so that youth can access this service for free within two weeks of referral.

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and be brought to the GCSAPP.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP Youth Wellness collaborators:

Collaborators will provide therapeutic services to youth referred to through Youth Wellness within two weeks of referral.

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this agreement. If a party chooses to withdraw, the said party commits to making arrangements to complete assigned or pending activities before termination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement & Request for Payment; Gunnison

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Met Rec Community Grant Agreement with Gunnison Hinsdale Early Childhood Council

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/29/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

FUNDING AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

1. Grant; Grant Project.

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

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

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

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

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

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

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

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

2. Requests for Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 In no event will Grantee use any grant funds:

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

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

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

4.3 Grantee will comply with all applicable laws and regulations.

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

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

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

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

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

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

6. Publicity.

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

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

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

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

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

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

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

7. Authorized Representatives.

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

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

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

Name: Lana Athey
Title: Early Childhood Services Supervisor
Address: 200 E. Virginia Ave, Gunnison CO 81230
Phone: 970-642-4667
Email: lathey@gunnisoncounty.org

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

GUNNISON COUNTY METROPOLITAN
RECREATION DISTRICT

By: 
Derrick Nehrenberg, Executive Director
Date: 06.23.25

Gunnison County, Colorado

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

EXHIBIT A

APPROVED GRANT APPLICATION AND ITEMIZED BUDGET

[ATTACHED]

Timestamp

3/12/2025 12:17:34

Email Address

lathey@gunnisoncounty.org

Organization Name

Gunnison County dba Gunnison Hinsdale Early Childhood Council

Organization Address:

220 N. Spruce Street, Gunnison, CO 81230

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

Yes

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

Yes

Where is your organization based?

South Subdistrict

Contact person name:

Lana Athey

Contact person phone number:

970-641-3244

Contact person email address:

lathey@gunnisoncounty.org

Organizational website link

www.gunnisoncounty.org/ghecc

Your organization's vision:

Our vision is to ensure the healthy growth and optimal development of all young children so that each child is ready to succeed in school and life

Your organization's mission:

Our mission is to expand and improve quality early childhood services and education opportunities for families in Gunnison and Hinsdale Counties.

Who will direct your community project?

Lana Athey, Early Childhood Service Supervisor

Community grant title:

Gunnison County Universal Summer Programming Scholarship

Location of your project.

Gunnison County, Colorado

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

The summer programming that we are requesting scholarship support for will run from June 2025-August 2025

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

We request funding for a summer scholarship program open to youth in kindergarten through 5th grade. A scholarship application has been created for families to apply for support; prioritization will be given to those who demonstrate the greatest financial need.

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

The scholarship program will support families with young children who otherwise might not have the financial means to access summer programming. Collaboratively created by local non-profits and public entities, the scholarship seeks to ensure that all children have access to summer programming and recreation opportunities.

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

Gunnison Watershed School District will not offer summer experience, which served youth in k-8 grades for a \$25 enrollment fee. As such, a group of concerned family serving organizations from the non-profit and public sectors joined forces to fill the need, including Gunnison Valley Mentors, Juvenile Services, Gunnison Rec Center, Health and Human Services, Western Colorado University, Mountain Roots, and the Crested Butte Community School's Community & Family Coordinator. Through multiple meetings in February and March, the coalition identified programs each organization traditionally offered and if/how organizations can bolster or extend their programs. Although there will be greater availability in summer programs outside of the GWSD's summer experience, affordability is still a concern. Many of the programs available to

families are expensive in comparison to GWSD's summer experience \$25 enrollment fee they were used to paying for. In an effort to allow for more equitable access, a scholarship fund supporting those with the greatest financial need is important to implement. A scholarship application was released in late February and as of March 6th 59 families had applied with a total of 87 children in need of financial assistance to access programming.

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

For the last several years families relied heavily on the GWSD's summer experience; as such, the coalition of youth serving organizations to fill a need for hundreds of youth is a new need. In the last 6 weeks we have experienced an amazing amount of community involvement and innovation. On a tight timeline, we have sought to understand the impact of the loss of summer experience on the community, what summer programs will be available, possibilities to increase available slots in program offerings, and possibilities for recruiting the summer programming workforce.

Fortunately, in haste, project partners came together to create a process ensuring that the children who can benefit most from summer programming, who might otherwise not have access, will. The scholarship application was designed to help the scholarship committee identify families with the greatest need. Although scholarships will likely not cover the entire cost of a family's choice summer program, it will be helpful. Because of the strong collaboration and innovation of the planning committee, some programs have been able to reduce the cost of care to also help families be able to afford the programming.

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

All funds received from MetRec will be used to provide scholarships between \$100-\$400 / child. The scholarship application was opened 10 days prior to the opening of summer programming registration. All applications will be reviewed by the scholarship committee; families will be awarded scholarship funds reflective of demonstrated need, as well as the number of families applying for support. Scholarship funds will be paid directly to the program the child is enrolled in. No direct payments will go to families. At this time we expect to have \$18,000 in match funds.

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

The Scholarship program will serve families with children in Kindergarten and entering 5th grade.

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

28,000

Total matching funds amount:

18000

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

\$8,000 – Community Based Child Abuse Prevention Funding

· \$10,000 - Child Welfare *

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

Yes, the \$10,000 from Child Welfare has not yet been secured.

Grant award request amount:

10,000

Gunnison Hinsdale Early Childhood Council

MetRec Community Grant

Scholarship Budget

MetRec Scholarship Grant	\$10,000	Scholarships in amounts ranging from \$100-\$400 per child that will be paid directly to the summer program. No funds will be awarded directly to families.
Community Based Child Abuse Prevention Funding	\$8,000	
Child Welfare Scholarship Funding *This funding has not yet been secured	\$10,000	
Total of Anticipated Scholarship Funding	\$28,000 (\$10,000 has not yet been secured)	

EXHIBIT B
REQUEST FOR PAYMENT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Request for Payment

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

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

Who to make check out to:

1. Which grant program were you awarded funds from?

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

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

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

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

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
GRANT PROJECT COMPLETION REPORT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Project Completion Report Form

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

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Actual Grant Funds Expended:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

1. Which grant program were you awarded funds from?

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

2. Grant Project Description (Max 5 sentences):

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

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

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

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

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

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

GRANT PERIOD EXTENSION REQUEST

[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Period Extension Request

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

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

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and Title:

Mailing Address:

Phone:

E-mail:

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

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

New Grant Period End Date (requested):

1. **Provide a brief overview explaining why the original program/project timeline has changed and an overview of the new program/project timeline (Max 5 sentences).**
2. **If you have requested a Funding Agreement extension for this program/project already, please describe when and how long of an extension you were granted (Max 3 sentences).**

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

Submitted by:

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

Approved by:

MetRec Board Chair

Date



Gunnison County Metropolitan Recreation District

Request for Payment

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

Organization Name (Grantee): Gunnison Hinsdale Early Childhood Council

Grant Project Title: Gunnison County Universal Summer Programming Scholarship

Grant Amount:10,000

Name and title: Lana Athey – Early Childhood Services Supervisor

Mailing Address: 220 N. Spruce Street, Gunnison, CO 81230

Phone:970.306.1688

E-mail:lathey@gunnisoncounty.org

Grant Period Start Date: 06/01/2025

Grant Period End Date: 04/31/2026

Who to make check out to: Gunnison Hinsdale Early Childhood Council

1. Which grant program were you awarded funds from?

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

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

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

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

[GRANTEE'S NAME]

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

EXHIBIT C

**GRANT PROJECT COMPLETION REPORT FORM
[ATTACHED]**



Gunnison County Metropolitan Recreation District

Grant Project Completion Report Form

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

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Actual Grant Funds Expended:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

1. Which grant program were you awarded funds from?

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

2. Grant Project Description (Max 5 sentences):

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

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

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

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

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

[GRANTEE'S NAME]

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Participation Form; National Opioid Settlements; C

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Opioid Participation Form; Purdue

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: 7/24/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/25/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/25/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 7/25/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 8/5/2025

Subject: Purdue Direct Settlement Participation Forms – Action Required by September 30th

[EXTERNAL SENDER - USE CAUTION]

Dear Matthew,

On behalf of Attorney General Phil Weiser, we are pleased to inform you that Colorado has reached a settlement with Purdue Pharma and the Sackler family for their role in the opioid crisis. Thanks to the collaboration of Colorado's counties and municipalities, our State has maximized settlement proceeds from previous opioid settlements. **I am now asking that you review and sign-on to this settlement no later than September 30th, 2025 so that Colorado and GUNNISON COUNTY can maximize our share of these settlement funds.**

Colorado is working with a firm named **Rubris** to collect the participation forms from Participating Local Governments. **You should have received an email on Wednesday, July 23rd titled, "NEW NATIONAL OPIOID SETTLEMENT NOTICE – PURDUE" from opioidsparticipation@rubris.com with the participation form and instructions for how to submit.** You will have also received a DocuSign with the participation form.

Please note that there will be a separate request to sign-on to other separate settlements in the coming weeks with secondary manufacturers which will be **due on October 8th, 2025**. Additional guidance will be sent regarding the sign-on process for those settlements. The process will be the same as for the Purdue settlement.

You can complete the participation form via DocuSign or via electronic mail. You may also contact opioidsparticipation@rubris.com for additional support in completing your form.

In order for Colorado to maximize our share of the settlement proceeds, this opioid settlement with Purdue and the Sackler family (like prior opioid settlements) requires that Colorado's Local Governments participate in the settlement by releasing their opioid-related legal claims against the settling Defendants.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed by GUNNISON COUNTY in 2021. **Completing the participation forms does not change your decision to "opt-out" to direct funds to the [Regional Opioid Abatement Council](#), or to "opt-in" to retain your direct allocation.** However, a Local

Government's choice not to participate may impact and reduce the overall amount of money our State receives through the settlement

If you have any questions, please be sure to reach out directly to us at opioids@coag.gov or 720-508-6904.

This settlement represents another significant step in Colorado's efforts to end the opioid crisis in our State. For Colorado to maximize our share of these settlements, Local Government participation is essential. If enough Local Governments join the settlement, Colorado stands to receive an estimated \$75.6 million in addition to the millions of dollars our State has already begun receiving from previous opioid settlements.

We urge you to join the Purdue and Sackler family settlement so that Colorado can maximize our share of the proceeds and move closer to saving the lives of so many Coloradans impacted by this epidemic.

Opioid Response Unit

Colorado Attorney General's Office



New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gunnison County, CO
Reference Number: CL-1730875

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

The proposed Direct Purdue 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 "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

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

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 Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Gunnison County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of County Treasurer/Public Trustee Resi

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

County Treasurer Resignation effective September 30, 2025

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 7/25/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 10

Agenda Date: 8/5/2025

July 21, 2025

Board of County Commissioners

200 E Virginia Ave

Gunnison, CO 81230

Dear Gunnison County Board of County Commissioners,

I am writing to formally notify you of my decision to retire from my position as Gunnison County Treasurer/Public Trustee, effective September 30, 2025. This decision has been prompted by recent changes in my family life.

It has been an honor to serve the residents of Gunnison County over the years, and I am deeply grateful for the trust and confidence the voters have placed in me.

As you are responsible for appointing a replacement to fill this vacancy, I respectfully recommend Teresa Brown, Deputy Treasurer/Public Trustee, for this role. She is highly qualified and fully capable of completing the current term, which ends on December 31, 2026.

It has truly been a pleasure to work alongside the dedicated Gunnison County team and to serve the property owners of our county.

Sincerely,



Debbie Dunbar

Gunnison County Treasurer/Public Trustee

Cc: Matthew Birnie, Gunnison County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00032; Alan Powell

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant requests re-approval of LUC-24-00032 with the corrected legal description to address this scrivener's error.

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 7/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 8/5/2025



Rachael Blondy, *Planner II*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00032 | Lot Cluster | Alan Powell
Date: August 5, 2025

On June 6, 2024, the Applicant, Alan Powell, received approval for a lot cluster.

- a) Lot 2, Block 12, Marble Ski Area Subdivision, Filing No. 2 ([Parcel 2917-271-02-011](#))
- b) Lot 3, Block 12, Marble Ski Area Subdivision, Filing No. 2 ([Parcel 2917-271-02-012](#))
- c) Lots 41 and 42, Marble Ski Area Subdivision, Filing No. 3 ([Parcel 2917-271-05-036](#))

The Lot Cluster Agreement and Declaration submitted with the original application contained an error in the legal description of Parcel B, incorrectly listing it as Filing No. 3 instead of Filing No. 2. The Applicant now requests re-approval of LUC-24-00032 with the corrected legal description to address this scrivener's error.

Staff recommends that the Board approve the lot cluster and finds that the application complies with all applicable standards found in LUR Section 5-103.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The Lot Cluster was reviewed by planning staff and by the County Attorney's Office on June 5th, 2024 and was found to comply with the standards of [Land Use Resolution](#) Sec. 5-104.M, *Application Form for Lot Cluster*.

Thank you,
Rachael Blondy

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00032. Click on "Attachments".

- A. Lot Plan
- B. Lot Cluster Agreement

LOTS 2, 3, 7, & 8 FILING NO. 2,
& LOTS 41, 42, 43, 44, 45, 46, & 47 FILING NO. 3
MARBLESKI AREA

LEGEND

- AIR TON, S. BRENDA & S. J. R. CAMPBELL
- FLYCATCHER CAMP TRAIL, FLYCATCHER
- FLYCATCHER INVENTORY CORRIDOR, AD. FLYCATCHER

— NORTH (ARROW)

LOTS 2, 7, 8, 9 BEING ACRES 2 & 105 & 42, 43, 44, 45, 46, & 47 BEING ACRES 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830,

[illegible][illegible]

ROONEY & ASSOC.
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRAIL NORTH COLORADO, LLC

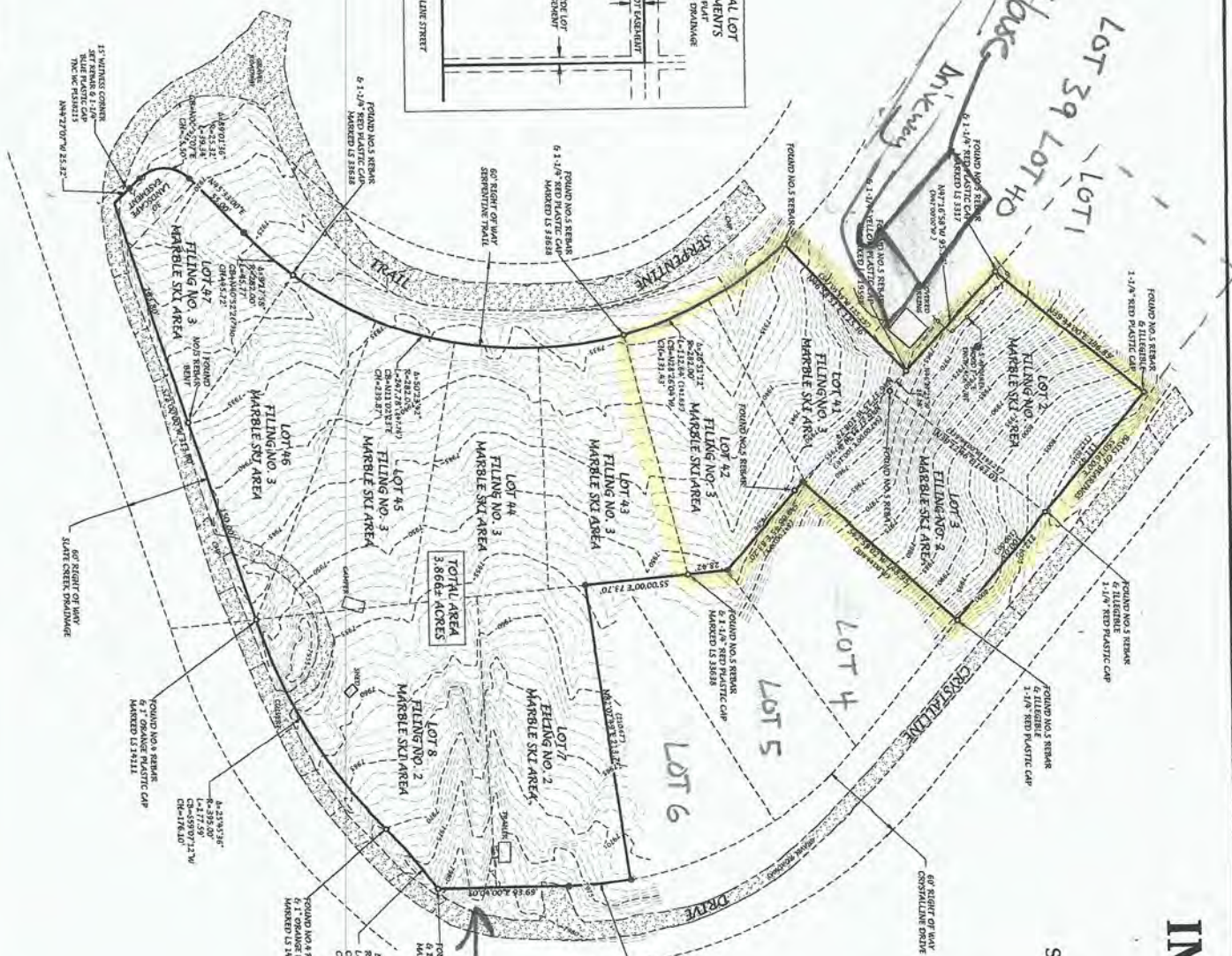
RECEIVED: JULY 5, 2023; ACCEPTED FOR PUBLICATION: JULY 10, 2023

TRUE NORTH
— COLORADO —
A LAND SURVEYING AND MAPPING COMPANY

ALAN M. POWELL
MOVEMENT SURVEY PLAT
RABLE SQ AREA NO. 2 & NO. 3
OF GUINNESSON, STATE OF COLORADO

TRUE NORTH COLORADO LLC
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 634 • 168 MAIN STREET WEST 3
NEW CASTLE, COLORADO 81657
(970) 964-0474
www.truenorthcolorado.com

PROJECT NO: 2022-300	DRAWN JW	514
DATE: October 26, 2022	SURVEYED ET	11

[illegible]



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Alan M. Powell
(Owner)

(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Parcels: 291727105036, 291727102011, 291727102012

Lots 41 and 42 Marble Ski Area Subdivision Filing No. 3

Lot 2 Block 12 Marble Ski Area Subdivision Filing No. 2

Lot 3 Block 12 Marble Ski Area Subdivision Filing No. 2

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: July 22nd, 2025 _____ Powell
 _____ Owner
 Date: _____
 _____ Owner
 Date: _____
 _____ Owner
 Date: _____
 _____ Mortgage or Lien Holder

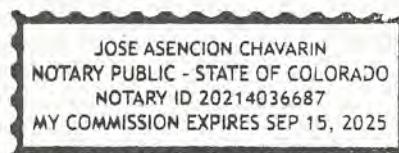
STATE OF COLORADO)
Carfield)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 22 day of July 2025
 by Alan M. Powell (Owner/s).

Witness my hand and official seal.

My Commission expires: SEP 15, 2025

[Signature]
 Notary Public



Address: 409 Dobson way
Carbondale CO 81623

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address:

Date: _____

Chairperson

Vice-Chairperson

Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00061; 60 & 90 Mystery Lane

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant, Allan Johnson, is requesting approval for a lot cluster of .42 acre 60 Mystery Lane (Parcel 3701-240-01-010) and .48 acre 90 Mystery Lane (Parcel 3701-240-01-012) .

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 7/31/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 10

Agenda Date: 8/5/2025

To: Board of County Commissioners

RE: LUC-24-00061 | Lot Cluster | 60 & 90 Mystery Lane

Date: August 5, 2025

The Applicant, Allan Johnson, is requesting approval for a lot cluster of .42 acre 60 Mystery Lane ([Parcel 3701-240-01-010](#)) and .48 acre 90 Mystery Lane ([Parcel 3701-240-01-012](#)) just north of the Gunnison River along Highway 135 in Gunnison. The Applicant lives at 60 Mystery Lane and 90 Mystery Lane has an existing woodshed. Both parcels are served by the County sewer line and are in the floodplain.

Staff reviewed the application, which was found to comply with the standards of [Land Use Resolution Sec. 5-104.M, Application Form for Lot Cluster](#). Additionally, the application complies with all applicable standards found in LUR Section 5-103. The resulting .9 acre lot will be compatible with the surrounding residential character that currently exists.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff has concerns regarding the approval of a lot cluster located on sewer service in an area where the Board has expressed interest in promoting increased density. Clustering these lots would reduce the potential development from four single-family residences to two. While staff acknowledges that the lots lie within the floodplain, a Floodplain Development Permit may be obtained to ensure that any future development is constructed at least one foot above the base flood elevation.

Thank you,
Rachael Blondy

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00061. Click on "Attachments".

- A. Site Plan
- B. Lot Cluster Agreement and Declaration



Mystery Ln

21

60

90



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and ALLAN JOHNSON
(Owner) _____ (Owner)

(Owner) _____ (Owner)

RECITALS:

Legal Description: Complete – please attach if too long

CLINES Subdivision Lot - 4 + 5.
NW/2, SW/4, NE/4, NW/4, NE/4 of Section 24
T-50N, R-1W N.MEX. PRINCIPLE MERIDIAN

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*. N/A

Date: 9-24-24

Date: 10-24-24

Date: _____

Date: _____

Allan Johnson

Owner

Allan Johnson

Owner

Owner

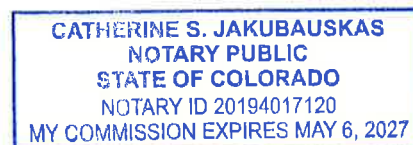
Mortgage or Lien Holder

STATE OF Colorado)
)ss
COUNTY OF Gunnison

The foregoing instrument was acknowledged before me this 24th day of October 2024
by Allan Joseph Johnson (Owner/s).

Witness my hand and official seal.

My Commission expires: 5/6/24



[Signature]
Notary Public

Address:

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address:

Date: _____

Chairperson

Vice-Chairperson

Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discount Storage Expansion of Commercial Use, Majo

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Consideration of Preliminary and Final Plan review for an expansion of commercial use at Discount Storage 1825 CO-135, Gunnison.

Fiscal Impact:

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/31/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 20

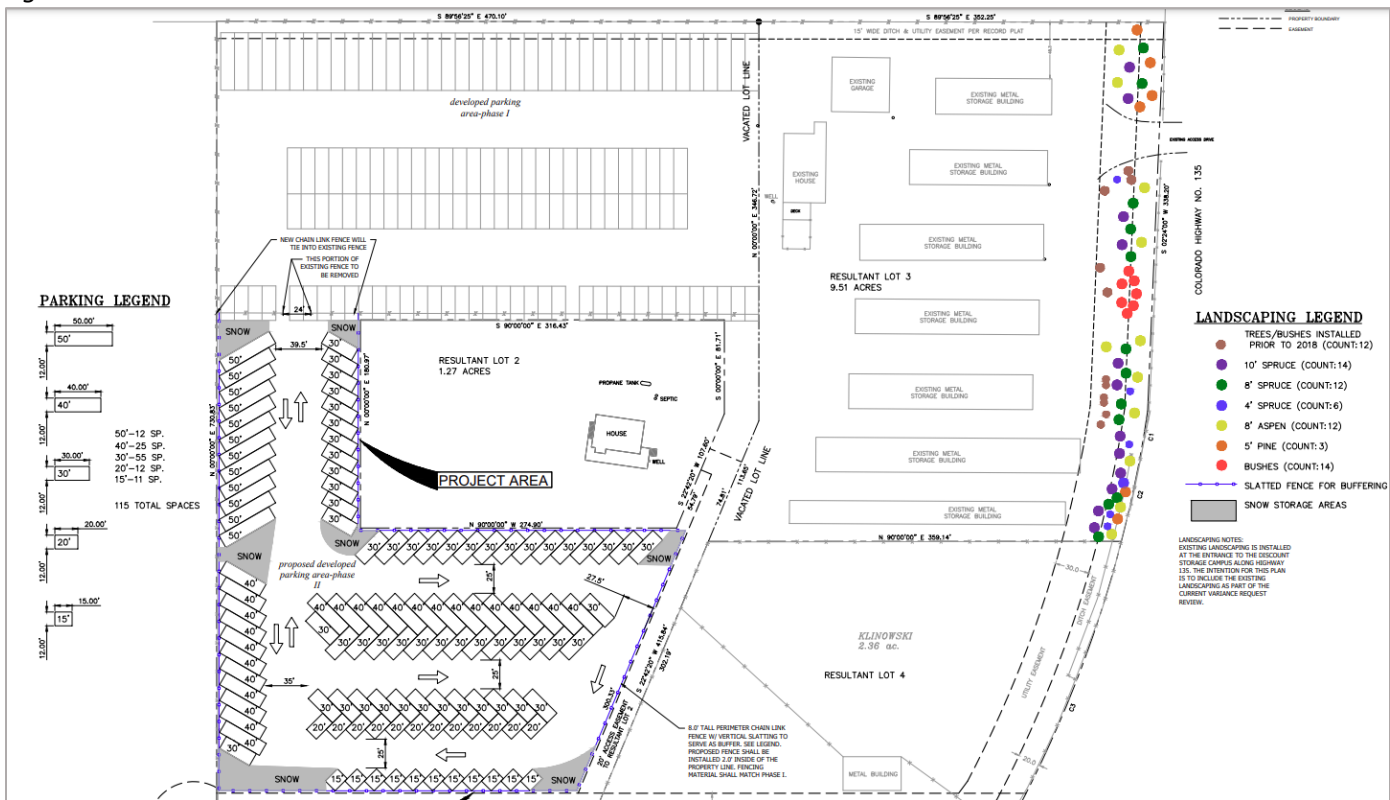
Agenda Date: 8/5/2025

To: Gunnison County Board of County Commissioners
Date: July 25, 2025
Meeting Date: August 5, 2025
Re: LUC-23-00032: Discount Storage Expansion of Commercial Use, Major Impact, Preliminary and Final Plan Review

A. Project Description

LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant), represented by Centennial Storage Partners LLC, Law of the Rockies, and Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC, request an expansion of an existing Commercial use and a setback variance to allow for approximately 115 additional outdoor vehicle storage spaces adjacent to the Discount Storage facility at 1825 State Highway 135, Gunnison, CO 81230, Parcel No. [3701-250-06-008](#) (Application). The request would increase outdoor vehicle storage units from 134 to 249 spaces. The proposal would not increase the approximate 21,000 sq. ft. of interior retail storage. Exhibit 1. *Staff Report* outlines how the proposal comports with applicable criteria.

Figure 1. Site Plan



B. Land Use Review Process

Major Impact applications are subject to a three-step review process. The Applicant has completed the Sketch Plan review process, which was approved by BOCC on December 17, 2024 in Resolution No. 54, Series 2024. The Applicant has requested a consolidation of Preliminary and Final Plan reviews, which was approved by the Planning Commission a May 15, 2025 work session. A public hearing is not required for a Final Plan application, which may include but are not limited to final plat, covenants, design guidelines, deed restrictions, declarations, and development improvement agreements. The Final Plan includes a proposed boundary line adjustment with [3701-250-06-009](#), which would allocate the area that is currently an access easement on subject property ([3701-250-06-008](#)) to [3701-250-06-009](#).

A joint public hearing was held with the Planning Commission, Board of County Commissioners, and Board of Adjustment on July 17, 2025. At the hearing, the Planning Commission recommended approval of the application in Exhibit 2. *Planning Commission Recommendation* and the Board of Adjustment approved a setback variance in Variance Approval No. 1, Series of 2025 at Reception No. 703045.

C. Request of the Board of County Commissioners (BOCC)

Pursuant to the Gunnison County *Land Use Resolution (LUR)* Section 7-302:K. *Board Decision on Optional BOCC Public Hearing*, the BOCC shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

- a. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*
- b. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
- c. *IDENTIFICATION OF NEW INFORMATION. Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

Public comment received at the July 17, 2025 joint public hearing supported the proposal. There have not been any new issues or new information identified since the joint public hearing.

Staff requests the following of the BOCC:

- a. Determine whether or not to hold an additional public hearing pursuant to LUR Section 7-302:K.

Exhibit 3. *Draft Resolution* has been prepared for the BOCC if the Board does not determine that is not necessary to hold an additional public hearing.

D. Application and Attachments

The entire land use application can be reviewed on [Citizen Access](#) → Projects → LUC-23-00032 → Attachments.

1. Staff Report
2. Planning Commission Recommendation Document
3. Draft Resolution



GUNNISON COUNTY, COLORADO **PLANNING DEPARTMENT STAFF REPORT** **for PRELIMINARY PLAN**

Land Use Change Permit Application: LUC-23-00032
Discount Storage Expansion of Commercial Use

Date application scheduled with Planning
Commission: May 15, 2025
Prepared by: Hillary I Seminick, Planning Director

Applicant Name:	Centennial Storage Partners LLC and Michael O'Loughlin, Esq., Schumacher & O'Loughlin, LLC
Property Owner Name:	LPG 1825 Highway 135, LLC, a Colorado limited liability company and DDCM 164 Ludlow LLC, a New York limited liability company
Project Description:	<i>The following project description was provided by the applicant in section C.6. PROJECT DESCRIPTION of "Narrative for Discount Self Storage preliminary plan application GUC Land Use Change No. LUC-23-00032," February 4, 2025.</i> <i>"(a) USES AND ACTIVITIES. The proposed use is an expansion of the current outdoor parking storage area for motor vehicles, RVs, boats, and OHVs, and as more particularly shown on the site plan that is attached to this application and which has previously been provided to GUC. The plan is to add 115 parking spaces to the parking storage area. This will increase the total number of parking storage spaces from 134 to 249 spaces, as shown on the site plan.</i> <i>As part of this proposal, the applicant has requested a variance from the 50' setbacks that GUC is contending apply to this parking storage expansion project. The proposal, as shown on the site plan, is a 2' setback. The current parking storage area on the site has no property line setbacks since that was not required by GUC as part of the initial parking storage area development in 2018. The applicant has also filed legal action on this setback question but has stayed the litigation pending the acceptance of the variance application by GUC. The land use change proposal also seeks to make a minor adjustment to the boundaries between the subject parcel (Resultant Lot 3, Flying E Ranch) and the adjacent "island parcel" owned by Tucker Roberts (Resultant Lot 2, Flying E Ranch). The proposed boundary adjustment plat was submitted to GUC and is incorporated as part of this major impact application process. The proposed boundary adjustment is also shown on the most recent version of the project site plan.</i> <i>(b) NUMBER OF UNITS OR OTHER SIZES OF USES. The proposed parking lot storage expansion seeks to add 115 parking spaces to the existing parking area and is contained within a portion of Resultant Lot 3 of the Flying E Ranch Subdivision, as shown on the most recent version of the project site plan. Resultant Lot 3, as</i>

	<i>shown on the site plan and proposed boundary adjustment plat, is 9.22 acres. The entirety of Resultant Lot 3 will be used for storage business purposes, as shown on the site plan, if and when the expanded parking storage area is approved by GUC. The area of the proposed expanded parking storage area is approximately 103,072.91 square feet or 2.366 acres.</i> <i>(c) DESCRIPTION OF STRUCTURES. There are no structures proposed for this application. There is, however, a privacy/boundary fence proposed to enclose the expanded parking lot storage area and to shield said parking area from the adjacent properties and Highway 135, as shown on the site plan. The proposal is to use the same or similar fencing as to what is found currently on the site. Colorado Parks & Wildlife ("CPW") has provided an opinion that using the same or similar fencing as what currently exists at the site is appropriate for the expanded parking area. See email from Clayton BonDurant of CPW to Abigail Grimmett dated January 23, 2025, which is included with this application packet.</i> <i>(d) DESCRIPTION OF OFF-SITE RESOURCES. Procuring and constructing the proposed privacy/boundary fence will be one off-site resource purchased and used for the proposed expansion. In addition, the applicant plans to add more gravel to the top surface of the proposed parking storage area and a small amount of concrete for the headwall at the ditch culvert/pipe inflow area. The structural fill that is already in place is likely adequate for the expanded parking area given the length of time it has been in place. In addition, the applicant plans to add several inches of washed crushed gravel which will then be compacted to provide a quality surface for the expanded parking area. Once these additional improvements occur, the expanded parking storage area will then match the existing parking storage area that was developed with GUC approval in 2018."</i>
Property Location:	The property is legally described as Resultant Lot 3, FLYING E RANCH SUBDIVISION, according to the plat recorded September 17, 2019 as Reception No. 662373, County of Gunnison, State of Colorado, and more commonly described as: <u>1825 State Highway 135, Gunnison, CO 81230, parcel no. 3701-250-06-008.</u>
Surrounding Land Uses:	Adjacent Uses of Contiguous Parcels 370125000009, Mixed Use Residential and Commercial 370125000008, Residential 370100000119, Agriculture/vacant residential 370100000165, Residential 370125006005, Agriculture/vacant residential 370125006007, Vacant 370125006009, Residential
Agency and Department Review:	The application was referred to the following agencies by email on April 14, 2025: • Gunnison County Public Works • Gunnison Fire Protection District • Colorado Dept. of Transportation • Colorado Parks and Wildlife • US Forest Service • City of Gunnison • Gunnison County Building and Environmental Health Official

	Comments received are integrated in the applicable section(s) of the Report below. Comments were not received from the following: Gunnison County Building and Environmental Health Official	
Pre-Application Conference:	NA	
Preliminary Plan Status of Application:	Applicant submitted the Preliminary Plan on February 13, 2025. The <i>Land Use Resolution</i> requires that Preliminary Plan review accomplishes: Discussion of the proposal. A process to formulate detailed, design/engineered solutions to issues and concerns identified during Sketch Plan review and to address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan. Submittal by the applicant is required to address specific sections of the <i>Land Use Resolution</i> and to address compliance with Sketch Plan conditions.	
Attached Exhibits:	The entire land use application can be reviewed on Citizen Access → Projects → LUC-23-00032 → Attachments.	
Planning Commission Tasks at Initial Work Session:	— Acknowledge receipt of application by applicant name, name of development (if applicable) and date of application — Hear applicant presentation — Review staff comments identifying compliance of application with standards, and other standards with which the application must comply in order to be approved — Identify and consider issues — Create list at end of meeting of items to be addressed at next meeting, and the date by which related information is to be submitted — Set site visit date, if necessary.	
PROTECTIVE COVENANTS OUTLINE INCLUDING DESIGN CRITERIA:		
	Complies with Preliminary Plan submittal requirements	General Comments/References to specific documentation
Conditions of Sketch Plan approval	☐ Yes ☐ No	The following project-specific conditions were identified in BOCC Resolution No. 54, Series 2024. 1. “The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process: a. A 25’ maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical

		<i>easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.</i> <i>b. The applicant shall provide explanation on how the ditch culvert shall be maintained.</i> <i>c. The applicant shall work with Colorado Parks and Wildlife to identify if fencing is appropriate and a design that will accommodate wildlife movement.”</i>
Responsibilities of property owners or homeowners’ association defined	☐ Yes ☐ No ☒ N/A	NA, protective covenants are not required as part of the Application.
Property owners enforcement; and Gunnison County is party to enforcement.	☐ Yes ☐ No ☒ N/A	
Amendment or termination of the protective covenants is subject to approval by Gunnison County.	☐ Yes ☐ N ☐ N/A o	
Defined building heights, compatibility with terrain, and sizes of all structures.	☐ Yes ☐ No ☒ N/A	
Architectural style, types and colors of exterior materials to be used, including siding and roofing.	☐ Yes ☐ No ☒ N/A	
Solid fuel-burning devices requirements	☐ Yes ☐ No ☒ N/A	
Open space maintenance and allowed uses	☐ Yes ☐ No ☒ N/A	
Notices that signs require permits	☐ Yes ☐ No ☒ N/A	
Parking restrictions described	☐ Yes ☐ No ☒ N/A	
Requirements for landscaping on individual lots	☐ Yes ☐ No ☒ N/A	
Snow removal required of homeowners association	☐ Yes ☐ No ☒ N/A	
Fencing requirements	☐ Yes ☐ No ☒ N/A	
Exterior lighting requirements	☐ Yes ☐ No ☒ N/A	
Reclamation	☐ Yes ☐ No ☒ N/A	
Standards included to ensure compatible use	☐ Yes ☐ No ☒ N/A	
Limits on domestic animals	☐ Yes ☐ No ☒ N/A	
Geotechnical Studies	☐ Yes ☐ No ☒ N/A	
▪ Grading and Erosion Control	☐ Yes ☐ No ☒ N/A	

APPLICABILITY OF LAND USE RESOLUTION STANDARDS:

STANDARD, BY LUR SECTION, DIVISION AND/OR ARTICLE	Plan complies, or compliance will be determined during review	Staff Comments/ References to specific documentation
7-102: Standards that apply to all Major Impact applications:		
7:102: A.: The proposed land use change is required to comply with, and the burden is on the applicant to demonstrate through competent evidence, that the proposed land use change complies with all applicable requirements of this <i>Resolution</i> .		
7-102: B.: Compatibility with community character; no adverse impact future development of the development area.	☒ Yes ☐ No ☐ N/A	<i>Applicable, the Applicant shall demonstrate the proposal complies with the following standard:</i> <i>B. 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 development area, and shall not adversely impact the future development of the development area.</i>
7-102: C.: Phases stand alone	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , no phases proposed.
7-102: D.: Uses identified on all subdivision lots	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , subdivision is not proposed.
9-101: E. and F.: Secondary residences are allowed, and standards are addressed in covenants	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-102: Home occupations	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-103: Bed and breakfast	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-203: Mobile home communities	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-301.D Commercial and Industrial Uses, General Standards	☒ Yes ☐ No ☐ N/A	<i>Applicable, compliance to be determined during review.</i> The majority of the General Standards in Section 9-301:D do not apply to the proposal. Applicable standards have been addressed below. <i>9-301:D.1 Non-Residential Accessory Uses.</i> While there is an existing residential use on the property, the residence is secondary to the primary commercial use.

		9-301:D.2. Food Service Requirements No food service proposed. 9-301:D.3 Electrical Disturbances Not applicable, no utilities required for the proposed use. 9-301:D.4. Fire And Explosive Hazards The proposed use does not include materials that decompose by detonation. 9-301:D.5. Glare And Heat Any glare reflected by vehicles will be shielded from adjacent uses by an eight-foot high chain link, slatted fence. 9-301:D.6 Exterior Lighting No exterior lighting is proposed. 9-301.D 7. Odors Vehicular storage is generally a passive use and not expected to generate specific odors. 9-301:D.8. Radioactivity The project does not include storage of radioactive materials. 9-301:D.9 Vibration Vehicle storage should not create vibrations detectible beyond the property boundary.
9-302: Farm or ranch stand	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-303: Dude ranches and resorts	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-304: Adult-oriented uses	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-305: Seasonal recreational vehicle parks and campgrounds	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-400: Minerals and construction materials	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-501: Special events	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-502: Temporary structures	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-503: Satellite dishes	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-504: Attached wireless communications devices	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-505: Freestanding wireless communications structures	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-506: Child care center	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-507: Group home	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.

9-508: Keeping of livestock not on an agricultural operation	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-509: Camping on individual parcel	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
9-600: Essential housing	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
10-102: Locational standards for residential development	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
10-103: Residential density	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not proposed in the Application.
10-104: Locational standards for commercial, industrial or other non-residential uses	☐ Yes ☐ No ☐ N/A	<i>Applicable</i>, compliance to be determined during review. The responses to this section have not changed since the Sketch Plan application. Note: <i>June 27, 2019 BOCC Policy Direction</i> states “An applicant should assume that commercial, industrial and nonresidential uses outside of platted or zoned areas that allow these uses will be difficult and/or unlikely to be permitted,” and further directing these uses to existing commercial/industrial parks. <i>B. Primary Locational Standard, 1. Adjacent To Incorporated Municipality.</i> <i>Staff Response:</i> The property is not adjacent to the City of Gunnison, therefore, the proposal shall meet the Standards of 10-104:C Alternative Locational Standards. <i>C. Alternative Locational Standards.</i> <i>When the applicant has demonstrated that a proposed commercial, light industrial, industrial or other non-residential development cannot satisfy the primary locational standard, the location may be approved if the Board finds that in addition to meeting all of the other applicable requirements of this Resolution, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality, and the proposed use complies with the following:</i> <i>1. Locational Considerations.</i> <i>a. Necessary Location.</i> <i>The location is necessary because of specific circumstances including location of minerals, unique transportation needs or geologic conditions; or</i> <i>b. No Site Is Reasonably Attainable In Or Adjacent To The Nearest Municipality Or Existing Permitted Business Or Industrial Park. There is no site reasonably attainable within or adjacent to the municipality or existing permitted businesses or industrial park nearest the proposed development site, in an area that qualifies for annexation, or is consistent with a municipal Three Mile Plan area. Evaluation of suitability shall consider size of parcel needed, reasonable availability of necessary utilities and other infrastructure, and the applicant shall provide documentation of</i>

		<i>comparable sites. Economic feasibility or practicality of comparable sites may be considered, but shall not be the deciding factor in determining suitability; or</i> <i>c. Location Well-Suited To Specific Use.</i> <i>The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval; or</i> <i>d. Need Or Use Is Well-Suited In A Particular Area.</i> <i>There is a documented need for the specific use in the proposed location; or</i> <i>e. Use Is Designed To Serve A Specific Residential Area.</i> <i>The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.</i> <i>Applicant response October 6, 2023:</i> In addition to satisfying the primary locational standard, this proposal also satisfies the alternative locational standards set forth in LUR Section 10-104.C. The first consideration in the alternative locational standards is whether “the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality.” LUR Section 10-104.C. As noted, the proposal is to add around 125 parking spaces to an existing commercial parking and storage area on the property. It will have no significant impact on neighborhood uses, as it is not in, or adjacent to, a neighborhood. It will also have a negligible impact, if any, on wildlife. This proposal will also not result in high traffic or heavy commercial use. Rather, it is simply an area to park recreational and personal vehicles and boats for storage that already exists on the site. The proposed parking area will also have very little to no impact on visual quality. The parking area is directly behind the existing storage area and is barely visible from Highway 135. Finally, the proposed development will have no impact on air or water quality. No additional air or water use or pollution will result from the storage of personal and recreational vehicles, other than minor emissions from the small increase of vehicle traffic that is expected in order to access the expanded parking area. The applicant is currently working with the Colorado Department of Transportation (“CDOT”) to solidify its current access permit from State Highway 135 and will provide any revised or new access permit that CDOT may require in order to expand the outdoor parking areas. The next consideration in the LUR’s alternative locational standards deals with the suitability of the specific location for the proposed use. LUR Section 10-104.C.1.a.-e. In this instance,

		the proposed parking development is consistent with at least four of the five locational considerations. First, the location of the proposed parking development is “particularly well suited for the specific use.” LUR Section 10-104.C.1.c. As set forth previously, this proposed parking area expansion is immediately adjacent to the current outdoor parking area and storage facility. This is the perfect location for this development since it already exists onsite, is barely noticeable from State Highway 135, and would simply not sense for such a parking area to occur elsewhere and be noncontiguous with the existing facility. Secondly, the “need or use [of the proposed development] is well-suited in a particular area.” LUR Section 10-104.C.1.d. In Gunnison County, there is a need for additional storage and parking facilities. As the population of the County continues to increase, demand for storage and vehicle parking also increases. The applicant has seen this firsthand, as there are little to no current storage spaces available, whether for parking or otherwise, at the subject facility. Most, if not all, storage facilities in the County have waitlists. As contemplated in the LUR, the need for additional storage has been “documented.” 1 LUR Section 10-104.C.1.d. As such, additional storage is well suited for the area. Next, the proposed location for the parking and storage area is a “necessary location.” LUR Section 10-104.C.1.a. Specifically, the proposed location is necessary because it offers an open, flat area that is the appropriate size for the proposed use with minimal to no adverse impacts. Additionally, the applicant owns the proposed location, which makes the proposed location the only viable and feasible location for the development. With regard to the five locational considerations, there is “no site... reasonably attainable in or adjacent to the nearest municipality or existing permitted business or industrial park.” LUR Section 10-104.C.1.b. Purchasing multiple acres in the City of Gunnison – with the existing skyrocketing real estate prices – is not reasonably attainable for the applicant. Further, it is unknown if there are any areas currently within the City that are suitable for the proposed project (even if property within the City was financially attainable). For example, there are currently no 2-to-3- acre level lots suitable for a parking storage area that are for sale within City limits. Moreover, it is not consistent with the objectives of the Three Mile Plan or the primary and alternative locational standards to put a new facility in place, rather than adding on to a current facility where the same use already exists. The next consideration in the alternative locational standards is whether the “proposed use is compatible with the uses established in the impact area.” LUR Section 10-104.C.2. In this matter, the answer is unequivocally yes. This is a proposed parking storage area that is an extension of the current parking storage area. And, because this is simply parking areas for vehicles, boats and RVs, the “impact area” will not extend outside the boundaries of the parking area itself.

		The final consideration in the alternative locational standards is whether the proposed development will have “no significant net adverse effect... of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.” LUR Section 10-104.C.3. This project is consistent with this standard since it will have no adverse impact on the existing storage facility or the adjacent land uses. Further, the only infrastructure anticipated to be used by the project is Highway 135, as it will be used to access the parking facility. The parking facility will have no adverse impact on Highway 135. Finally, the proposed parking facility will have no significant adverse impact on public health, safety or welfare, or the environment. <i>Compliance with Draft Gunnison Subarea Master Plan</i> It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as “Storage” in the existing land uses. See Draft Gunnison Subarea Master Plan, p. 5. Additionally, the proposed development is in the “central area” of the “northern gateway,” which has been identified as an area for commercial land use “along State Highway 135.” See Draft Gunnison Subarea Master Plan, p. 15. The proposed development is a commercial land use along State Highway 135. As such, the proposed development will likely be in compliance with the new Subarea Master Plan. <i>Applicant response April 29, 2024:</i> In addition to satisfying the primary locational standard, the parking storage area expansion proposal also satisfies the alternative locational standards set forth in LUR Section 10-104.C. The first consideration in the alternative locational standards is whether “the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality.” LUR Section 10-104.C. The proposal, as shown by the revised site plan dated April 3, 2024, is to add 115 parking spaces to the existing commercial outdoor parking and storage area located on the Discount Self Storage property. It will have no significant impact on neighborhood uses, as it is not in, or adjacent to, a neighborhood. It will also have a negligible impact, if any, on wildlife. This proposal will also not result in high traffic or heavy commercial use. Rather, it is simply an area to park recreational and personal vehicles and boats for storage that already exists on the site. The proposed parking storage area will also have very little to no impact on visual quality. The parking area is directly behind the existing storage area and is barely visible from Highway 135. Finally, the proposed development should have no adverse impact on air or water quality. Negligible additional air or water use, or pollution, will result from the storage of personal and recreational vehicles, in the form of minor emissions from the small increase of vehicle traffic that is expected in order to access the expanded parking area. The applicant has also obtained a new Colorado Department of Transportation

		("CDOT") access permit to the subject property to solidify its current access from State Highway 135. The next consideration in the LUR's alternative locational standards deals with the suitability of the specific location for the proposed use. LUR Section 10-104.C.1.a.-.e. In this instance, the proposed parking development is consistent with at least four of the five locational considerations. First, the location of the proposed parking development is "particularly well suited for the specific use." LUR Section 10-104.C.1.c. As set forth previously, this proposed parking area expansion is immediately adjacent to the current outdoor parking area and storage facility. This is the perfect location for this development since it already exists onsite, is barely noticeable from State Highway 135, and would simply not make sense for such a parking area to occur elsewhere and be non-contiguous with the existing facility. Secondly, the "need or use [of the proposed development] is well-suited in a particular area." LUR Section 10-104.C.1.d. In Gunnison County, there is a need for additional storage and parking facilities. As the population of the County continues to increase, demand for storage and vehicle parking also increases. The applicant has seen this firsthand, as there are little to no current storage spaces available, whether for parking or otherwise, at the subject facility. Most, if not all, storage facilities in the County have waitlists. As contemplated in the LUR, the need for additional storage has been "documented."1 LUR Section 10- 104.C.1.d. As such, additional storage is well-suited for the area. Next, the proposed location for the parking and storage area is a "necessary location." LUR Section 10- 104.C.1.a. Specifically, the proposed location is necessary because it offers an open, flat area that is the appropriate size for the proposed use with minimal to no adverse impacts. Additionally, the applicant owns the proposed location, which already provides the same parking storage use, and which makes the proposed location the only viable and feasible location for this type of development. With regard to the five locational considerations, there is "no site... reasonably attainable in or adjacent to the nearest municipality or existing permitted business or industrial park." LUR Section 10-104.C.1.b. Purchasing multiple acres in the City of Gunnison – with the existing sky-rocketing real estate prices – is not reasonably attainable for the applicant, and is not a realistic use of property anymore given today's market and prices. Further, it is unknown if there are any areas currently within the City that are suitable for the proposed project (even if property within the City was financially attainable). For example, there are currently no 2-to-3-acre level lots suitable for a parking storage area that are for sale within City limits. Moreover, it is not consistent with the objectives of the Three Mile Plan or the primary and alternative locational standards to put a new facility in place, rather than adding on to a current facility where the same use already exists.

	The next consideration in the alternative locational standards is whether the “proposed use is compatible with the uses established in the impact area.” LUR Section 10-104.C.2. In this matter, the answer is unequivocally yes. This is a proposed parking storage area that is an extension of the current parking storage area. And, because this is simply parking areas for vehicles, boats, and RVs, the “impact area” will not extend outside the boundaries of the parking area itself. The final consideration in the alternative locational standards is whether the proposed development will have “no significant net adverse effect... of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.” LUR Section 10- 104.C.3. This project is consistent with this standard since it will have no adverse impact on the existing storage facility or the adjacent land uses. Further, the only infrastructure anticipated to be used by the project is Highway 135, as it will be used to access the parking facility. CDOT has confirmed that this is an acceptable use from Highway 135, as it has granted a new access permit to the property to allow for this expanded use. The new permit was granted because the expanded parking facility will not adversely impact Highway 135. Finally, the proposed parking facility will have no significant adverse impact, or likely any impact at all, on public health, safety, welfare, or the environment. <i>Compliance with Draft Gunnison Subarea Master Plan</i> It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as “Storage” in the existing land uses. See Draft Gunnison Subarea Master Plan at p. 5. Additionally, the proposed development is in the “central area” of the “northern gateway,” which has been identified as an area for commercial land use “along State Highway 135.” <i>Id.</i> at p. 15. The proposed development is for commercial land use along State Highway 135. As such, the proposed development is in compliance with the new draft Subarea Master Plan. <i>2. COMPATIBLE WITH EXISTING USES ESTABLISHED IN IMPACT AREA. The proposed use is compatible with uses established in the impact area.</i> <i>Applicant response:</i> The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 <i>Locational Considerations</i>). <i>3. NO SIGNIFICANT NET ADVERSE EFFECT. There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability</i>

		<i>that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.</i> The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 <i>Locational Considerations</i>).
11-102: Voluntary best management practices	No submittal requirements; no standard of compliance	
11-103: Development in flood hazard areas	☐ Yes ☐ No ☒ N/A	<i>Not applicable</i> , not located within a flood hazard area.
11-104: Development in geologic hazard areas	☐ Yes ☐ No ☒ N/A	<i>Not applicable</i>, not located within a mapped geologic hazard area. Jill Carlon, Land Use Review Program of the Colorado Geological Survey provided the following comment in a May 5, 2025 email: <i>“The LUC-23-00032 applicant states (Narrative for Discount Self Storage preliminary plan application, GUC Land Use Change No. LUC-23-00032, February 4, 2025) that a new 12” HDPE culvert pipe now conveys water through the ditch or drainage traversing the proposed expanded storage area. This satisfactorily addresses the comment in our 6/27/2024 review letter”.</i>
11-105: Development in wildfire hazard areas	☐ Yes ☐ No ☐ N/A	<i>Applicable</i> , located in a Very High wildfire hazard area. Any development shall be required to comply with the provisions of this section at Building Permit.
11-106: Protection of wildlife habitat areas	☐ Yes ☐ No ☐ N/A	<i>Applicable</i>, located in Occupied Sage-Grouse Habitat. Certificate of Administrative Review No. 140, Series 2023 memorialized compliance of the proposal for development in Sage-Grouse Habitat pursuant to the analysis in “Gunnison Sage-Grouse Habitat Site Specific Analysis Permit Application Number LUC-23-00032”, August 31, 2023, Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The letter found the proposal “will not adversely impact Gunnison sage-grouse or their habitats beyond which has already occurred,” with the following conditions. 1) A Gunnison County Reclamation Permit is not recommended for activities on this parcel unless the surface disturbance is 10,000 sqft or more. That permit shall contain specific reclamation conditions. For activities not requiring a Reclamation Permit, disturbed areas shall be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix. 2) Property owners shall control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado

		Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weedspecies The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance, 3) Per Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats shall be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction and maintenance workers' pets. 4) Per Section 11-106 I of the Gunnison County Land Use Resolution, design of fences other than those with agricultural operations shall ensure they do not adversely impact wildlife. Woven wire fencing shall not be allowed for perimeter fencing or as interior cross fencing. Perimeter and cross fencing should be built using specifications from the most recent edition of the Colorado Parks and Wildlife (CPW) publication Fencing with Wildlife in Mind, 5) A separate analysis will be required, which may include additional conditions for any proposed development in the future not addressed in this site analysis. The Applicant provided a response to the following project-specific condition in BOCC Resolution No. 54, Series 2024. <i>section C.7(c) of "Narrative for Discount Self Storage preliminary plan application GUC Land Use Change No. LUC-23-00032,"</i> February 4, 2025. <i>(c) The applicant shall work with Colorado Parks & Wildlife to identify if fencing is appropriate and a design that will accommodate wildlife movement.</i> Project agent and attorney Michael O'Loughlin's legal assistant and office manager, Abigail Grimmett, emailed local Colorado Parks & Wildlife ("CPW") representatives, Brandon Diamond and Nick Gallowich, on January 16, 2025 requesting an opinion from CPW on the current privacy/boundary fencing at the property and whether that fencing is also appropriate for the proposed parking lot expansion. A copy of that email, along with pictures of the current fencing that was provided with said email, is attached to this application. Attorney O'Loughlin received a call back from CPW's Nick Gallowich on January 21, 2025 regarding the proposed fencing. Mr. Gallowich indicated that CPW had no problem with the use of the same or similar fencing for the expanded parking lot area that is already on the site for the current parking storage area. Mr. Gallowich indicated that it is best to keep these storage areas within the same area, rather than having smaller satellite locations throughout the vicinity, in order to minimize any wildlife disturbance. Mr. Gallowich also indicated it is best practice to enclose the proposed expanded parking storage area with a fence to keep wildlife out. In

		response to this conversation with Mr. Gallowich, Ms. Grimmer received an email confirming CPW's position in an email dated January 23, 2025 from CPW's local District Wildlife Manager, Clayton BonDurant, a copy of which is included with this application. Clayton BonDurant, District Wildlife Manager, Colorado Parks and Wildlife provided the following comment in an email on April 15, 2025: <i>"Thank you for offering CPW the ability to comment on this project, LUC-23-00032. After review of this application and its location, CPW does not have any major concerns or formal comments on this project".</i> The application included the proposed fencing materials, which would be an extension of the existing chain link, slatted fencing around the current storage area.
11-107: Protection of water quality	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , it appears that "wetlands that are created and used for the primary purpose of agricultural operations" was/are present at the project site; therefore, the provisions of these standards do not apply.
11-108: Standards for development on ridgelines	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , not within a Ridgeline Vantage.

11-109: Development that affects agricultural lands	☐ Yes ☐ No ☐ N/A	The Applicant provided a response to the following project-specific conditions in BOCC Resolution No. 54, Series 2024. <i>section C.7 of "Narrative for Discount Self Storage preliminary plan application GUC Land Use Change No. LUC-23-00032,"</i> February 4, 2025. <i>(a) A 25' maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use.</i> This issue was previously addressed by adding a 25-foot easement to the site plan on both sides of the ditch that runs through the proposed expanded parking lot. Despite an exhaustive search of the Gunnison County ditch records, real property records, and the records maintained by the Division of Water Resources, along with correspondence from former Whipp Ditch managers and our local Water Commissioner Tommy Rozman, we were not able to find any specific ownership information for the subject ditch. We believe that the subject ditch is a tailwater ditch of the larger Whipp Ditch. Regardless, a ditch easement has been placed on the site plan to preserve the ditch maintenance rights in the event an owner does, in fact, exist. <i>(b) The applicant shall provide an explanation on how the ditch culvert shall be maintained.</i> The subject ditch, which is believed to be a tailwater ditch of the Whipp Ditch, was not maintained and was historically filled with vegetation and debris. So, a culvert was constructed to allow for the ditch water to more easily pass through the subject parcel without interruption or interference. In Colorado, if a ditch passes through your property, you are allowed to pipe it, and the pipe or culvert must be sized according to the amount of water that could potentially flow through it. See generally C.R.S. §§ 37-84-101 & -119. The advantage to adding culverts to ditches is that it relieves maintenance responsibilities within that area, decreases evaporation, and increases flow volumes since the stormwaters are not infiltrating into the natural ground. See Drainage Report and Plan dated August 17, 2024 by project engineers Sara Bergstrom and Jerry Greene at p. 3.
11-110: Development beyond snowplowed access	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i>, property is accessible year-round.

11-111: Development on Inholdings in national wilderness	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , the Property is not an inholding in a National Wilderness.
11-112: Development above timberline	☐ Yes ☐ No ☐ N/A	<i>Not Applicable</i> , the Property is not located above timberline.
12-103: Road system	☐ Yes ☐ No ☐ N/A	<i>Applicable</i>, access has been approved to CO-135 in CDOT Access Permit #324052. A Gunnison County Public Works Access Permit and/or Review will be required as a <u>condition of any Land Use Change approval</u>. The Public Works Department did not provide comment on the Application. Colorado Dept. of Transportation (CDOT) Access permit #318068 was issued on May 24, 2018 for mini/self-storage and single family detached housing. CDOT Access permit No. 324052 was issued on April 26, 2024. Additional Terms and Condition No.4 states that: “4. This permit is for an as-constructed access for Mini-Warehouse/Self Storage (34.464 ksf) & RV Storage (5.8 acres).” CDOT provided the following comment on June 5, 2024: <i>Thanks for sending this review to CDOT. CDOT recently issued a permit for this expansion.</i> <i>For a brief history CDOT originally issued a permit in 2018 and then waived the need for a new permit when they did an expansion soon after since it was less than a 20% increase. With this most recent expansion we required a new traffic study and permit for the total volume. We issued the attached permit and have no other comments.</i> Brian Killan, CDOT Region 3 Access Program Manager, provided the following comment in an April 30, 2025 email: “The existing access permit for this parcel covers the expansion of the parking area. Due to that, CDOT has no comment”. Martin Schmitt, Assistant Manager for Gunnison County Public Works provided the following comment in an April 30, 2025 email: “With the CDOT comments and access permit and the site plan as submitted, public works has no comments”.
12-104: Trails	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , no trails are proposed.
12-105: Water Supply	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , water supply is not required for this passive use.
12-106: Wastewater treatment	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , wastewater treatment is not required for this passive use.
12-107: Fire protection	☐ Yes ☐ No ☐ N/A	<i>Applicable</i> . The Property is in the Gunnison Fire Protection District.

		Hugo Ferchau, Chief of the Gunnison County Fire Protection District provided the following comment in an April 30, 2025 email: “No concerns from the Fire District”.
13-102: B.: Location within municipal three-mile plan area	☐Yes ☐ No ☐ N/A	Applicable. Compliance with the City of Gunnison Three Mile Plan shall be considered. The applicant has not changed their responses to this section since Sketch Plan. The Applicable standards to consider are: B. DEVELOPMENT SHALL CONSIDER MUNICIPAL THREE MILE PLANS. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal Three-Mile Plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the Three-Mile Plan area. Where there is a conflict between the objectives or policies of a Three-Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply. 1. MUNICIPAL THREE MILE PLAN AREAS MAY HAVE DIFFERENT OR ADDITIONAL REVIEW STANDARDS. Parcels that are located within an area designated within a three-mile area of a municipality, for which an intergovernmental agreement has been adopted between the County and the municipality, may be subject to different or additional review standards, based upon the specific requirements of that agreement and plan. 2. COUNTY STANDARDS APPLY WHEN STANDARDS CONFLICT. Where there is a conflict between the objectives or policies of a Three Mile Plan or the intergovernmental agreement, and County standards, County standards shall apply. C. STANDARDS ARE MINIMUM. These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-site because of unusual topography, size or shape of the property, existing vegetation, or other exceptional situations or condition, then the Community Development Director may recommend that the decision-making body accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

		Applicant Sketch Plan response: <i>“Primary Locational Standard and Three Mile Area Plan</i> <i>The primary locational standard from the LUR contemplates that a land use change proposal be consistent with the municipal three-mile plan. LUR Section 10-104.B.2. Specifically, “[w]hen a proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable three mile plan.” Id. This proposal is located within the City of Gunnison’s Three Mile Plan area.</i> <i>The first objective in the Gunnison Three Mile Plan is to “[p]romote a compact, efficient development pattern in the Gunnison area, in order to maintain the quality and availability of the City’s water supply, to minimize the need for new infrastructure, and to limit future increases of traffic.” Three Mile Plan, p. 27. This proposal will have no effect on the City’s water supply, will not result in any new infrastructure, and any impact on traffic would be negligible and is thus consistent with this first objective.</i> <i>The second objective in the Gunnison Three Mile Plan is to “[p]reserve sensitive environmental features, cultural resources, and agricultural lands.” Three Mile Plan, p. 28. The subject proposal will have no effect on sensitive environmental features or cultural resources, and the proposed development is not on agricultural land. While there are agricultural lands adjacent to the proposed expanded parking area, the parking areas will have no adverse effects on said lands and the requirements of this second objective are met.</i> <i>The third objective in the Gunnison Three Mile plan is to “[m]aintain and enhance water quality and water quantity.” Three Mile Plan, p. 28. This proposal will not have any adverse effects on water quality or water quantity, and in fact, has no effect on water at all, as there will be no water use for the parking are expansion. Thus, this third objective is met because water quality and quantity will be maintained by this proposal.</i> <i>The fourth objective in the Gunnison Three Mile Plan is to “[m]ake capital investments that support the urban growth boundary.” Three Mile Plan, p. 29. Specifically, the Three Mile Plan objective is to “[f]ocus capital improvements on filling infrastructure gaps within the City limits, to encourage infill industrial, commercial, and residential growth.” Id. This proposal, while not in City limits, would result in infill of commercial growth since it is an expansion of an existing commercial use and is directly adjacent to the existing use. This proposal thus presents a capital investment that supports the urban growth boundary and is consistent with objective four.</i>

		<i>Additionally, the overall policy of the Gunnison Three Mile Plan is that “growth in the unincorporated area should occur in a compact form, primarily on lands immediately contiguous to the City.” Three Mile Plan, p. 34. While the proposed development is not immediately contiguous to the City-County border, it is quite close. Additionally, the parking lot expansion satisfies a great need to the community and presents a compact form of development since the expanded parking area would be contiguous with the current storage facilities and parking areas.</i> <i>Because the outdoor parking expansion proposal is consistent and in accordance with the objectives and policies of Gunnison Three Mile Plan, it complies with the LUR’s primary locational standard, and we hope, given these facts and the great need for additional outdoor parking facilities in Gunnison County, that Gunnison County will lend its support for the project and approve it.</i> <i>Compliance with Draft Gunnison Subarea Master Plan</i> <i>It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as “Storage” in the existing land uses. See Draft Gunnison Subarea Master Plan, p. 5. Additionally, the proposed development is in the “central area” of the “northern gateway,” which has been identified as an area for commercial land use “along State Highway 135.” See Draft Gunnison Subarea Master Plan, p. 15. The proposed development is a commercial land use along State Highway 135. As such, the proposed development will likely be in compliance with the new Subarea Master Plan”.</i> Anton Sinkewich, Community Development Director of the City of Gunnison provided the following comment in an April 19, 2025 email: “The City does not have additional comment on this application”.
13-103: General Site Plan Standards And Lot Measurements	☐ Yes ☐ No ☒ N/A	<i>Not Applicable.</i> This section generally pertains to building envelopes, the size of new lots, and the dimensions of buildings.
13-104: Setbacks From Property Lines And Road Rights-Of-Way	☒ Yes ☐ No ☐ N/A	<i>Applicable</i>, the required setback between Commercial and Residential uses in 50’. The Applicant has proposed a 2’ setback from property lines, and has submitted a variance application pursuant to this section. Section 13-104:D.1. States: The Board of Adjustment and Planning Commission shall jointly conduct the public hearing, and the notice shall so indicate. The

		chairperson of the Planning Commission shall preside and the Adjustment shall be the body that determines the variance. a. Section 13-104:D.1.2.b states: When the proposed land use change is classified as a Major Impact Project, the joint hearing shall be conducted during, and shall meet the requirements of the Preliminary Plan review process, pursuant to Section 7-302: <i>Preliminary Plan Review Process for Major Impact Projects</i>. b. SECTION 7-302:H.1 states: The Planning Commission and BOCC shall jointly conduct a public hearing to consider the Preliminary Plan application
13-105: Residential Building Sizes And Lot Coverages	☐ Yes ☐ No ☒ N/A	<i>Not applicable</i> , no residential development proposed.
13-107: Installation Of Solid-Fuel-Burning Devices	☐ Yes ☐ No ☐ N/A	<i>Not applicable</i> , no fuel burning devices proposed.
13-108: Open Space And Recreation Areas	☐ Yes ☐ No ☐ N/A	<i>Applicable, compliance shall be determined during Preliminary Plan review.</i> Generally this requirement would be met in the provision of landscape and buffering areas within the required setbacks. The Applicant has not proposed open space that complies with this section, rather, has requested a variance to the setback requirement. Major Impact projects shall comply with this Section by providing open space by including landscaping elements pursuant to Section 13-111: <i>Landscaping and Buffering</i>, and setbacks from property lines pursuant to Section 13-104: <i>Setbacks from Property Lines and Road Rights-of-Way</i>. Pursuant to Section 7-201:i.4.4, the Applicant is required to show “general locations” of open space, and the requirements of Section 13-108 shall guide the design of the Sketch Plan. The Applicant has requested to apply the existing landscaping along the CO-135 ROW to the standards in Section 13-111 <i>Landscaping and Buffering</i>. The Applicant has not proposed landscaping between uses; however, intends to buffer the proposal from adjacent uses with an eight-foot-high chain link fence with tan slatting matching existing fencing. The Applicant has requested a variance from the standards of Section 13-104 <i>Setbacks from Property Lines and Road Rights-of Way</i> from adjacent residential uses.
13-109: Signs	☐ Yes ☐ No ☒ N/A	<i>Not Applicable</i> , no additional signage proposed.

13-110: Off-Road Parking And Loading	☐ Yes ☐ No ☒ N/A	<i>Not applicable.</i> While the Application is for a change to Commercial use, the proposed outdoor vehicle storage does not generate additional parking needs.
13-111: Landscaping And Buffering	☐ Yes ☐ No ☐ N/A	<i>Applicable.</i> The Applicant has provided the current landscaping plan for the expansion of Commercial Use. Section 13-111:M.3.a. <i>Buffering, Different Abutting Uses</i> requires a 50' (landscaped) "buffer strip" between Residential and Commercial uses. There is no landscaping or buffering proposed between the adjacent parcels or within the parcel between the residential and commercial uses. Section 3-111:M.1. <i>Buffering, Applicability</i> requires a Major Impact project to provide landscaped buffering between adjacent uses when topographical or other natural barriers do not provide reasonable screening and when the County finds that: <i>a. NEIGHBORING PROPERTIES</i> <i>There is a need to shield neighboring properties from any adverse external effects of a proposed land use change; or</i> <i>b. ADVERSE IMPACTS</i> <i>There is a need to shield the land use change from negative impacts or adjacent land uses in high-density land use changes, and/or when building design and siting do not provide privacy.</i> A landscaped buffer is required when the county finds that there is a need to shield neighboring properties or adverse impacts.
13-112: Snow Storage	☒ Yes ☐ No ☐ N/A	<i>Applicable.</i> Snow storage is required for the use and is shown on the plan. The application was referred to Gunnison County Public Works, who had no additional concerns with the application.
13-113: Fencing	☒ Yes ☐ No ☐ N/A	<i>Applicable</i> An eight-foot high chain-link fence with slats is proposed. Commercial fencing is not subject to dimensional limitations. Compatibility of the proposed fencing with wildlife-friendly requirements should be determined as identified in Section 11-106 of this Report.
13-114: Exterior Lighting	☐ Yes ☐ No ☒ N/A	<i>Not applicable,</i> no exterior lighting is proposed.
13-115: Reclamation And Noxious Weed Control	☒ Yes ☐ No ☐ N/A	<i>Applicable,</i> the Gunnison County Public Works Department will determine if a Reclamation Permit is required.
13-116: Grading And Erosion Control	☐ Yes ☐ No ☐ N/A	<i>Applicable,</i> a grading and erosion control plan has been submitted.
13-117: Drainage, Construction And Post-Construction Storm Water Runoff	☐ Yes ☐ No ☐ N/A	<i>Applicable,</i> a drainage, construction, and post-construction stormwater runoff plan has been submitted.

13-118: Water Impoundments	☐ Yes ☐ No ☒ N/A	<i>Not applicable</i> , no Water Impoundments are proposed.
13-119: Standards To Ensure Compatible Uses	☐ Yes ☐ No ☐ N/A	<i>Applicable, shall be determined during review.</i> The review body will determine if the proposal is (1) a “hazard or nuisance” or if there are “adverse impacts to adjoining land.” The review body will determine if the “additional compatibility requirements” should be required as a condition of approval to mitigate any of these impacts. Outdoor vehicular storage is generally passive use and it is unlikely that the proposal would generate the need for additional conditions. There is overlap between some conditions of this section and others, such as Section 13-111 <i>Landscaping and Buffering</i>. <i>A. GENERAL. Proposed land use changes shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas, as well as the following:</i> <i>1. HAZARDS OR NUISANCES. Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.</i> <i>2. ADVERSE IMPACTS TO ADJOINING LAND. Land use changes shall eliminate or minimize or mitigate conflict between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.</i> <i>B. ADDITIONAL COMPATIBILITY REQUIREMENTS. As a condition of approval for Land Use Change Permits and in addition to any other requirements of this Resolution, the applicable review body may recommend and the decision making body shall be authorized to impose conditions that are necessary to minimize any potentially adverse impacts.</i> <i>Such conditions may include the following:</i> <i>1. HOURS. Limitation on hours of operation and deliveries;</i> <i>2. NOISE AND GLARE. Relocation on a site of activities that generate potential adverse impacts neighborhood uses including noises and glare;</i> <i>3. TRASH. Appropriate placement of trash receptacles;</i> <i>4. LOADING AND DELIVERY. Appropriate location of loading and delivery areas;</i> <i>5. ILLUMINATION. Appropriate lighting location, intensity, and hours of illumination;</i> <i>6. OUTDOOR SERVICES. Appropriate placement and illumination of outdoor vending machines, telephones, and similar outdoor services and activities;</i> <i>7. LANDSCAPING. The requirement of additional landscaping and buffering;</i> <i>8. HEIGHT AND SIZE RESTRICTIONS. The imposition of height and size restrictions to preserve light, privacy,</i>

		<i>views of significant features from public property and rights-of-way, and to ensure reasonable compatibility of structure sizes;</i> <i>9. NATURAL LIGHTING. Preservation of natural lighting;</i> <i>10. SOLAR ACCESS. Preservation of solar access;</i> <i>11. ODORS AND FUMES. Ventilation and control of odors and fumes; and</i> <i>12. DUST CONTROL. The imposition of paving or other means as a dust control measure.</i>

TO: GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Planning Commission Preliminary/Final Plan DRAFT
Recommendation
Discount Storage Expansion of Commercial Use
LUC-23-00032

DATE: July 17, 2025

PREPARED BY: Hillary Seminick, Planning Director

APPLICANT: LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant),
represented by Centennial Storage Partners LLC, Law of the Rockies,
and Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC

Commissioner Phillips made a motion to approve the Preliminary/Final Plan recommendation seconded by Commissioner McBreen the motion was passed unanimously.

The project is a Major Impact pursuant to Section 7-101:C. *Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More* and is governed by the following standards set forth in the Section 7-103: C. and D. as follows:

PRELIMINARY PLAN PROVIDES DETAILED SOLUTIONS AND DESIGN. Preliminary Plan review requires the applicant to formulate detailed, designed/engineered solutions to the issues and concerns identified during Sketch Plan review, and to address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan. The burden in the Preliminary Plan review is on the applicant to provide detailed information and mitigation proposals for evaluation.

1. PRELIMINARY AND FINAL PLANS MAY BE COMBINED. The Preliminary Plan and Final Plan may be combined and processed together based upon consideration of the following factors: design, size, public concern, public facilities and services.

D. FINAL PLAN FORMALIZES PROJECT. The purpose of the Final Plan review procedure is to provide a permanent and accurate public record of the development plan: exact size, shape and location of all approved activities and uses, and, as applicable, lots, blocks, streets, easements and other parcels of land within the development, together with all applicable protective covenants, conditions, use restrictions and design and development criteria. A Final Plan or plat shall conform in all respects to the Preliminary Plan previously reviewed and approved by the BOCC and shall incorporate all modifications and special conditions required by the BOCC.

PROJECT DESCRIPTION:

LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant), represented by Centennial Storage Partners LLC, Law of the Rockies, and Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC, request an expansion of an existing Commercial use and a setback variance to allow for an additional 115 outdoor vehicle storage spaces adjacent to the Discount Storage facility at 1825 State Highway 135, Gunnison, CO 81230, Parcel No. [3701-250-06-008](#) (Application). The request would increase outdoor vehicle storage units from 134 to 249 spaces. The proposal would not increase the approximate 21,000 sq. ft. of interior retail storage. The Applicant has requested a consolidation of Preliminary and Final Plan reviews, which was

approved by the Planning Commission at the May 15, 2025 work session. The setback variance shall be considered by the Board of Adjustment (BOA).

CHANGES BETWEEN SKETCH PLAN AND PRELIMINARY/FINAL PLAN The programming of the site has not changed since Sketch Plan approval. The applicant has addressed questions regarding the ditch and wildlife-friendly fencing.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Major Impact Application Form
- General Information Narrative
- Soil Map and Soil Information
- Geologic Hazards Map
- FEMA Floodplain Map
- Sage Grouse Habitat Map
- Conserved Land Map
- Wetlands Map
- Wildfire Risk Map
- CDOT Access Permit
- Administrative Certificate No. 140, Series 2023 Sage Grouse Habitat Assessment
- Narrative: Locational Standards
- Narrative: Locational Standards and Three Mile Area Standards
- Site Plan
- 2019 BOCC Policy Directive
- August 1, 2024 Staff Report
- August 1, 2024 Staff Memo
- November 21, 2024 Staff Memo
- August 1, 2024 Work Session Minutes
- October 3, 2024 Work Session Minutes
- Resolution No. 54, Series 2024
- July 17, 2025 Staff Report
- July 17, 2025 Staff Memo

IMPACT CLASSIFICATION:

The project is a Major Impact pursuant to Section 7-101:C. *Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.*

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the Discount Storage Expansion of Commercial Use Preliminary and Final Plan application on the following dates:

- May 15, 2025: Work Session
- July 17, 2025 Joint Public Hearing

SITE VISIT:

The Planning Commission conducted a site visit on October 3, 2024. The Commission noted the following:

1. The Planning Commission requested clarification on how the new vehicular storage area would be accessed. The area would be accessed through the existing development and existing highway access point.
2. The site is more tucked away than expected.
3. Concerns regarding the ditch, ditch ownership, statutory ditch easement requirements, and how the ditch culvert would be maintained over time.
4. Concerns regarding ditch owners and requests the applicant provide this detail at the November 21, 2024 public hearing.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on July 17, 2025. Comments are summarized below and are not limited to:

- Public comment generally supported the project due to a significant lack of available storage space, particularly during snow season, which creates a financial burden. They highlight the project's benefits, including landscaping, and emphasize the community's need for storage. They express concern over regulatory barriers that make it difficult to meet these needs locally. Additionally, demand for storage is high while supply is lacking, which drives prices up and forces people to seek storage farther away.

ADJACENT AND NEARBY USES:

Adjacent Uses of Contiguous Parcels

370125000009, Mixed Use Residential and Commercial

370125000008, Residential

370100000119, Agriculture/vacant residential

370100000165, Residential

370125006005, Agriculture/vacant residential

370125006007, Vacant

370125006009, Residential

REVIEW AGENCY REFERRAL COMMENTS:

The application was referred to the following agencies by email on April 14, 2025:

- Gunnison County Public Works
- Gunnison Fire Protection District
- Colorado Dept. of Transportation
- Colorado Parks and Wildlife
- US Forest Service
- City of Gunnison
- Gunnison County Building and Environmental Health Official

Comments received include, but are not limited to, the following:

Gunnison Fire Protection District, Hugo Ferchau, Chief, April 30, 2025:

"No concerns from the Fire District."

Colorado Department of Transportation, Kandis Aggen, Region 3 Assistant Access Program Manager, dated June 5, 2024, comments included:

"Thanks for sending this review to CDOT. CDOT recently issued a permit for this expansion."

For a brief history CDOT originally issued a permit in 2018 and then waived the need for a new permit when they did an expansion soon after since it was less than a 20% increase. With this most recent expansion we required a new traffic study and permit for the total volume. We issued the attached permit (Access Permit No. 324052) and have no other comments.”

City of Gunnison Planning and Zoning Commission, dated July 10, 2024:

“Planning and Zoning Commission find that Centennial Storage is an existing commercial storage use looking to expand on their property which is in proximity to the City's Commercial Zone. The Commission finds the expansion of this storage facility as a means of addressing a need for storage in the community. Increasing storage capacity for the community will help the City meet its goal of creating higher density residential development.”

City of Gunnison, April 19, 2025:

“The City does not have additional comment on this application”.

Gunnison County Public Works, dated April 30, 2025:

“With the CDOT comments and access permit and the site plan as submitted, public works has no comments”.

USFS, dated May 2, 2025:

“Thank you for providing the opportunity to review. No comments from the FS- please let us know if there may be opportunities with CDOT for a AC/DC lane or roundabout”.

Colorado Geological Survey, May 5, 2025:

“The LUC-23-00032 applicant states (Narrative for Discount Self Storage preliminary plan application, GUC Land Use Change No. LUC-23-00032, February 4, 2025) that a new 12” HDPE culvert pipe now conveys water through the ditch or drainage traversing the proposed expanded storage area. This satisfactorily addresses the comment in our 6/27/2024 review letter”.

Colorado Dept. of Transportation, April 30, 2025:

“The existing access permit for this parcel covers the expansion of the parking area. Due to that, CDOT has no comment”.

Colorado Parks and Wildlife, April 15, 2025:

“Thank you for offering CPW the ability to comment on this project, LUC-23-00032. After review of this application and its location, CPW does not have any major concerns or formal comments on this project”.

Full referral agency comments available in the project file.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

7-102: A. Compliance with All Applicable Standards.

Applicable, the applicant has submitted evidence in compliance with the applicable standards. The analysis in each of the following LUR sections identifies if and how the application complies with the applicable standards.

7-102: B. Compatibility with Community Character

Applicable, the applicant has demonstrated that the Preliminary/Final Plan is compatible with community character, or an enhancement of the character of existing land uses in the development area and does not adversely impact the future development of the development area.

The *Land Use Resolution* (LUR) defines compatible as “means consistent with, harmonious with, similar and complementary to, the use and/or function of natural systems and/or existing land uses in an area. The LUR defines development area as, “those geographic areas within the county that will be developed or altered directly by the construction or operation of a proposed project.”

Section 9-300: Commercial and Industrial Uses.

Applicable. The majority of the General Standards in Section 9-301:D do not apply to the proposal. Applicable standards are addressed below.

9-301:D.5. Glare And Heat

Any glare reflected by vehicles will be shielded from adjacent uses by an eight-foot high chain link, slatted fence.

9-301.D 7. Odors

Vehicular storage is generally a passive use and not expected to generate specific odors.

Section 9-400: Exploration, Extraction and Processing of Minerals and Construction Materials.

Not applicable. No exploration, extraction or processing of materials is proposed.

Section 9-500: Miscellaneous Uses and Activities.

Not applicable. No miscellaneous uses or activities are proposed.

Section 9-600: Essential Housing.

Not applicable, no Essential Housing proposed.

Section 10-103: Residential Density.

Not applicable, no new Residential uses proposed.

Section 10-104: Locational Standards for Commercial, Industrial, and other Non-Residential Uses.

Applicable.

Note: June 27, 2019 BOCC Policy Direction states “An applicant should assume that commercial, industrial and nonresidential uses outside of platted or zoned areas that allow these uses will be difficult and/or unlikely to be permitted,” and further directing these uses to existing commercial/industrial parks.

B. Primary Locational Standard, 1. Adjacent To Incorporated Municipality.

The property is not adjacent to the City of Gunnison, therefore, the proposal shall meet the Standards of 10-104:C Alternative Locational Standards.

C. Alternative Locational Standards.

When the applicant has demonstrated that a proposed commercial, light industrial, industrial or other non-residential development cannot satisfy the primary locational standard, the location may be approved if the Board finds that in addition to meeting all of the other applicable requirements of this

Resolution, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality, and the proposed use complies with the following:

1. Locational Considerations.

a. Necessary Location.

The location is necessary because of specific circumstances including location of minerals, unique transportation needs or geologic conditions; or

b. No Site Is Reasonably Attainable In Or Adjacent To The Nearest Municipality Or Existing Permitted Business Or Industrial Park. There is no site reasonably attainable within or adjacent to the municipality or existing permitted businesses or industrial park nearest the proposed development site, in an area that qualifies for annexation, or is consistent with a municipal Three Mile Plan area. Evaluation of suitability shall consider size of parcel needed, reasonable availability of necessary utilities and other infrastructure, and the applicant shall provide documentation of comparable sites. Economic feasibility or practicality of comparable sites may be considered, but shall not be the deciding factor in determining suitability; or

c. Location Well-Suited To Specific Use.

The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval; or

d. Need Or Use Is Well-Suited In A Particular Area.

There is a documented need for the specific use in the proposed location; or

e. Use Is Designed To Serve A Specific Residential Area.

The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.

Applicant response October 6, 2023:

"In addition to satisfying the primary locational standard, this proposal also satisfies the alternative locational standards set forth in LUR Section 10-104.C.

The first consideration in the alternative locational standards is whether "the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality." LUR Section 10-104.C. As noted, the proposal is to add around 125 parking spaces to an existing commercial parking and storage area on the property. It will have no significant impact on neighborhood uses, as it is not in, or adjacent to, a neighborhood. It will also have a negligible impact, if any, on wildlife. This proposal will also not result in high traffic or heavy commercial use. Rather, it is simply an area to park recreational and personal vehicles and boats for storage that already exists on the site. The proposed parking area will also have very little to no impact on visual quality. The parking area is directly behind the existing storage area and is barely visible from Highway 135. Finally, the proposed development will have no impact on air or water quality. No additional air or water use or pollution will result from the storage of personal and recreational vehicles, other than minor emissions from the small increase of vehicle traffic that is expected in order to access the expanded parking area. The applicant is currently working with the Colorado Department of Transportation ("CDOT") to solidify its current access permit

from State Highway 135 and will provide any revised or new access permit that CDOT may require in order to expand the outdoor parking areas.

The next consideration in the LUR's alternative locational standards deals with the suitability of the specific location for the proposed use. LUR Section 10-104.C.1.a.-e. In this instance, the proposed parking development is consistent with at least four of the five locational considerations.

First, the location of the proposed parking development is "particularly well suited for the specific use." LUR Section 10-104.C.1.c. As set forth previously, this proposed parking area expansion is immediately adjacent to the current outdoor parking area and storage facility. This is the perfect location for this development since it already exists onsite, is barely noticeable from State Highway 135, and would simply not sense for such a parking area to occur elsewhere and be noncontiguous with the existing facility.

Secondly, the "need or use [of the proposed development] is well-suited in a particular area." LUR Section 10-104.C.1.d. In Gunnison County, there is a need for additional storage and parking facilities. As the population of the County continues to increase, demand for storage and vehicle parking also increases. The applicant has seen this firsthand, as there are little to no current storage spaces available, whether for parking or otherwise, at the subject facility. Most, if not all, storage facilities in the County have waitlists. As contemplated in the LUR, the need for additional storage has been "documented." 1 LUR Section 10-104.C.1.d. As such, additional storage is well suited for the area.

Next, the proposed location for the parking and storage area is a "necessary location." LUR Section 10-104.C.1.a. Specifically, the proposed location is necessary because it offers an open, flat area that is the appropriate size for the proposed use with minimal to no adverse impacts. Additionally, the applicant owns the proposed location, which makes the proposed location the only viable and feasible location for the development.

With regard to the five locational considerations, there is "no site... reasonably attainable in or adjacent to the nearest municipality or existing permitted business or industrial park." LUR Section 10-104.C.1.b. Purchasing multiple acres in the City of Gunnison – with the existing skyrocketing real estate prices – is not reasonably attainable for the applicant. Further, it is unknown if there are any areas currently within the City that are suitable for the proposed project (even if property within the City was financially attainable). For example, there are currently no 2-to-3- acre level lots suitable for a parking storage area that are for sale within City limits. Moreover, it is not consistent with the objectives of the Three Mile Plan or the primary and alternative locational standards to put a new facility in place, rather than adding on to a current facility where the same use already exists.

The next consideration in the alternative locational standards is whether the "proposed use is compatible with the uses established in the impact area." LUR Section 10-104.C.2. In this matter, the answer is unequivocally yes. This is a proposed parking storage area that is an extension of the current parking storage area. And, because this is simply parking areas for vehicles, boats and RVs, the "impact area" will not extend outside the boundaries of the parking area itself.

The final consideration in the alternative locational standards is whether the proposed development will have "no significant net adverse effect... of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or

welfare, or the environment.” LUR Section 10-104.C.3. This project is consistent with this standard since it will have no adverse impact on the existing storage facility or the adjacent land uses. Further, the only infrastructure anticipated to be used by the project is Highway 135, as it will be used to access the parking facility. The parking facility will have no adverse impact on Highway 135. Finally, the proposed parking facility will have no significant adverse impact on public health, safety or welfare, or the environment.

Compliance with Draft Gunnison Subarea Master Plan

It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as “Storage” in the existing land uses. See Draft Gunnison Subarea Master Plan, p. 5. Additionally, the proposed development is in the “central area” of the “northern gateway,” which has been identified as an area for commercial land use “along State Highway 135.” See Draft Gunnison Subarea Master Plan, p. 15. The proposed development is a commercial land use along State Highway 135. As such, the proposed development will likely be in compliance with the new Subarea Master Plan.”

Staff notes that the proposed storage use would not be in compliance with the current draft of the Gunnison Area Community Plan which has not yet been adopted by the County.

Applicant response April 29, 2024:

“In addition to satisfying the primary locational standard, the parking storage area expansion proposal also satisfies the alternative locational standards set forth in LUR Section 10-104.C.

The first consideration in the alternative locational standards is whether “the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality.” LUR Section 10-104.C. The proposal, as shown by the revised site plan dated April 3, 2024, is to add 115 parking spaces to the existing commercial outdoor parking and storage area located on the Discount Self Storage property. It will have no significant impact on neighborhood uses, as it is not in, or adjacent to, a neighborhood. It will also have a negligible impact, if any, on wildlife. This proposal will also not result in high traffic or heavy commercial use. Rather, it is simply an area to park recreational and personal vehicles and boats for storage that already exists on the site. The proposed parking storage area will also have very little to no impact on visual quality. The parking area is directly behind the existing storage area and is barely visible from Highway 135. Finally, the proposed development should have no adverse impact on air or water quality. Negligible additional air or water use, or pollution, will result from the storage of personal and recreational vehicles, in the form of minor emissions from the small increase of vehicle traffic that is expected in order to access the expanded parking area. The applicant has also obtained a new Colorado Department of Transportation (“CDOT”) access permit to the subject property to solidify its current access from State Highway 135.

The next consideration in the LUR’s alternative locational standards deals with the suitability of the specific location for the proposed use. LUR Section 10-104.C.1.a.-e. In this instance, the proposed parking development is consistent with at least four of the five locational considerations.

First, the location of the proposed parking development is “particularly well suited for the specific use.” LUR Section 10-104.C.1.c. As set forth previously, this proposed parking area

expansion is immediately adjacent to the current outdoor parking area and storage facility. This is the perfect location for this development since it already exists onsite, is barely noticeable from State Highway 135, and would simply not make sense for such a parking area to occur elsewhere and be non-contiguous with the existing facility.

Secondly, the “need or use [of the proposed development] is well-suited in a particular area.” LUR Section 10-104.C.1.d. In Gunnison County, there is a need for additional storage and parking facilities. As the population of the County continues to increase, demand for storage and vehicle parking also increases. The applicant has seen this firsthand, as there are little to no current storage spaces available, whether for parking or otherwise, at the subject facility. Most, if not all, storage facilities in the County have waitlists. As contemplated in the LUR, the need for additional storage has been “documented.”¹ LUR Section 10- 104.C.1.d. As such, additional storage is well-suited for the area.

Next, the proposed location for the parking and storage area is a “necessary location.” LUR Section 10- 104.C.1.a. Specifically, the proposed location is necessary because it offers an open, flat area that is the appropriate size for the proposed use with minimal to no adverse impacts. Additionally, the applicant owns the proposed location, which already provides the same parking storage use, and which makes the proposed location the only viable and feasible location for this type of development. With regard to the five locational considerations, there is “no site... reasonably attainable in or adjacent to the nearest municipality or existing permitted business or industrial park.” LUR Section 10-104.C.1.b. Purchasing multiple acres in the City of Gunnison – with the existing sky-rocketing real estate prices – is not reasonably attainable for the applicant, and is not a realistic use of property anymore given today’s market and prices. Further, it is unknown if there are any areas currently within the City that are suitable for the proposed project (even if property within the City was financially attainable). For example, there are currently no 2-to-3-acre level lots suitable for a parking storage area that are for sale within City limits. Moreover, it is not consistent with the objectives of the Three Mile Plan or the primary and alternative locational standards to put a new facility in place, rather than adding on to a current facility where the same use already exists.

The next consideration in the alternative locational standards is whether the “proposed use is compatible with the uses established in the impact area.” LUR Section 10-104.C.2. In this matter, the answer is unequivocally yes. This is a proposed parking storage area that is an extension of the current parking storage area. And, because this is simply parking areas for vehicles, boats, and RVs, the “impact area” will not extend outside the boundaries of the parking area itself. The final consideration in the alternative locational standards is whether the proposed development will have “no significant net adverse effect... of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.” LUR Section 10- 104.C.3. This project is consistent with this standard since it will have no adverse impact on the existing storage facility or the adjacent land uses. Further, the only infrastructure anticipated to be used by the project is Highway 135, as it will be used to access the parking facility. CDOT has confirmed that this is an acceptable use from Highway 135, as it has granted a new access permit to the property to allow for this expanded use. The new permit was granted because the expanded parking facility will not adversely impact Highway 135. Finally, the proposed parking facility will have no significant adverse impact, or likely any impact at all, on public health, safety, welfare, or the environment.

Compliance with Draft Gunnison Subarea Master Plan

It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as "Storage" in the existing land uses. See Draft Gunnison Subarea Master Plan at p. 5. Additionally, the proposed development is in the "central area" of the "northern gateway," which has been identified as an area for commercial land use "along State Highway 135." Id. at p. 15. The proposed development is for commercial land use along State Highway 135. As such, the proposed development is in compliance with the new draft Subarea Master Plan."

Again, staff notes that the proposed storage use would not be in compliance with the current draft of the Gunnison Area Community Plan which has not yet been adopted by the County.

2. COMPATIBLE WITH EXISTING USES ESTABLISHED IN IMPACT AREA.

The proposed use is compatible with uses established in the impact area.

Applicant response: "The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 Locational Considerations)."

3. NO SIGNIFICANT NET ADVERSE EFFECT.

There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment. The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 Locational Considerations).

Section 11-103: Development in Areas Subject to Flood Hazards.

Not applicable, the subject parcel is not within the 100-year floodplain, according to FEMA maps.

Section 11-104: Development in Areas Subject to Geologic Hazards.

Not applicable, the subject parcel is not in an area of mapped geologic hazards.

Section 11-105: Development in Areas Subject to Wildfire Hazards.

Applicable, the parcel is in a very high wildfire hazard area. A copy of the application was referred to the Gunnison Fire Protection District. The proposed development shall comply with the standards of this Section and the Preliminary Plan design shall be guided by these standards and the 2021 International Wildland Urban Interface Code.

Section 11-106: Protection of Wildlife Habitat Areas.

Applicable, located in occupied Sage-Grouse Habitat.

Certificate of Administrative Review No. 140, Series 2023 memorialized compliance of the proposal for development in Sage-Grouse Habitat pursuant to the analysis in "Gunnison Sage-Grouse Habitat Site Specific Analysis Permit Application Number LUC-23-00032", August 31, 2023, Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The letter found the proposal "will not adversely impact Gunnison sage-grouse or their habitats beyond which has already occurred," with the following conditions.

- 1) *"A Gunnison County Reclamation Permit is not recommended for activities on this parcel unless the surface disturbance is 10,000 sqft or more. That permit shall contain specific reclamation conditions. For activities not requiring a Reclamation Permit, disturbed areas shall be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or*

the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.

- 2) *Property owners shall control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weed-species The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance,*
- 3) *Per Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats shall be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction and maintenance workers' pets.*
- 4) *Per Section 11-106 I of the Gunnison County Land Use Resolution, design of fences other than those with agricultural operations shall ensure they do not adversely impact wildlife. Woven wire fencing shall not be allowed for perimeter fencing or as interior cross fencing. Perimeter and cross fencing should be built using specifications from the most recent edition of the Colorado Parks and Wildlife (CPW) publication Fencing with Wildlife in Mind,*
- 5) *A separate analysis will be required, which may include additional conditions for any proposed development in the future not addressed in this site analysis."*

The Application was referred to Colorado Parks and Wildlife who did not provide comment on the application.

Section 11-107: Protection of Water Quality.

Not applicable, wetlands that may have been present on site would have been due to the presence of a ditch and not wetlands as defined by the LUR.

Section 11-108: Standards for Development on Ridgelines.

Not applicable. The site is not located on a ridgeline.

Section 11-109: Development That Affects Agricultural Lands.

Applicable, Section 7-201:R *Development Impacting Agricultural Lands* notes that a Preliminary/Final Plan application should be informed by the standards of Section 11-109, and the applicant should provide the "location(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing...the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.

While there were no ditches identified on the provided site plans, in review of historic aerial photos, it appears there is a ditch lateral initiates in the middle of the project area that was graded without a permit, flowing south to the adjacent property and beyond, generally parallel to CO-135.

If it is determined there is a ditch ROW on the subject parcel, a 25' maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use. On November 14, 2024, the applicant submitted additional information related to the ditch on the parcel titled, "LUC-23-00032 Water Rights Analysis" which states:

"The ditch located on the subject parcel is a tailwater ditch of the Whipp Ditch. The drainage report and plan by engineers Sara Bergstrom and Jerry Greene describe the improved drainage plan as having added culverts and three retention storage areas where water

collects and then naturally replenishes the groundwater table. As stated in the drainage report and plan: "No existing irrigation ditches will be impacted by the development. With full retention there are no offsite impacts." Additionally, the capacity of the retention areas is more than the required volume for a 24-hour 25-year rainfall. See attachments 15 and 16.

Ownership information on this tailwater ditch does not exist. Our project engineer, Sara Bergstrom contacted Tom Rozman, our local water commissioner with the Division of Water Resources, who instructed us to contact his point of contact for the Whipp Ditch, Bill Ketterhagen with Goddard Ranch. We contacted Bill Ketterhagen who then told us that he is no longer the point of contact for the Whipp Ditch and referred us to Kelly Hildreth as the new point of contact. We then contacted and spoke with Kelly Hildreth. Mr. Hildreth is familiar with the tailwater ditch on the subject parcel but does not know of any specific owners of the tailwater ditch. Mr. Hildreth has owned water rights in the Whipp Ditch since 1989 and is not aware of historic or current ownership. We have also confirmed with the Division of Water Resources that they do not have any specific ownership information for the subject tailwater ditch. We also researched the Gunnison County real property records and ditch records to attempt to determine the owner of the subject tailwater ditch. No ownership information was discovered in these resources either. There are no deeds or plats, current or prior, to the subject parcel containing or conveying ownership information to the subject tailwater ditch.

Notwithstanding the lack of ownership information for the subject tailwater ditch on the Centennial property, a 25-foot maintenance easement for the tailwater ditch was added to the site plan in accordance with LUR Section 11-109.G."

The applicant has also identified the ditch easement on the updated site plan, "Site Plan Rev. w ditch and access easement" dated November 13, 2024. The County finds that this is appropriate and ensures that any individual claiming ownership has an access easement.

Section 11-110: Development of Land Beyond Snowplowed Access.

Not applicable, the site is not located beyond snowplowed access.

Section 11-111: Development On Inholdings In The National Wilderness.

Not applicable, the site is not located on a National Wilderness inholding.

Section 11-112: Development On Property Above Timberline.

Not applicable, the site is not located above timberline.

Section 12-103: Road System.

access has been approved to CO-135 in CDOT Access Permit #324052. A Gunnison County Public Works Access Permit and/or Review will be required as a condition of any Land Use Change approval. The Public Works Department did not provide comment on the Application.

Colorado Dept. of Transportation (CDOT) Access permit #318068 was issued on May 24, 2018 for mini/self-storage and single family detached housing.

CDOT Access permit No. 324052 was issued on April 26, 2024. Additional Terms and Condition No.4 states that: "4. This permit is for an as-constructed access for Mini-Warehouse/Self Storage (34.464 ksf) & RV Storage (5.8 acres)."

CDOT provided the following comment on June 5, 2024:

“Thanks for sending this review to CDOT. CDOT recently issued a permit for this expansion. For a brief history CDOT originally issued a permit in 2018 and then waived the need for a new permit when they did an expansion soon after since it was less than a 20% increase. With this most recent expansion we required a new traffic study and permit for the total volume. We issued the attached permit and have no other comments.”

Section 12-104: Public Trails.

Not applicable, none proposed.

Section 12-105: Water Supply.

Not applicable, the development does not require water supply.

Section 12-106: Sewage Disposal/Wastewater Treatment.

Not applicable, the development does not require sewage/wastewater treatment. .

Section 12-107: Fire Protection.

Applicable, the Application was referred to the Gunnison Fire Protection District who did not have concerns about the Application.

Section 13-102: Location with a Municipal Three Mile Plan

Applicable. Compliance with the City of Gunnison Three Mile Plan shall be considered.

Applicant response:

“Primary Locational Standard and Three Mile Area Plan

The primary locational standard from the LUR contemplates that a land use change proposal be consistent with the municipal three-mile plan. LUR Section 10-104.B.2. Specifically, “[w]hen a proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable three mile plan.” Id. This proposal is located within the City of Gunnison’s Three Mile Plan area.

The first objective in the Gunnison Three Mile Plan is to “[p]romote a compact, efficient development pattern in the Gunnison area, in order to maintain the quality and availability of the City’s water supply, to minimize the need for new infrastructure, and to limit future increases of traffic.” Three Mile Plan, p. 27. This proposal will have no effect on the City’s water supply, will not result in any new infrastructure, and any impact on traffic would be negligible and is thus consistent with this first objective.

The second objective in the Gunnison Three Mile Plan is to “[p]reserve sensitive environmental features, cultural resources, and agricultural lands.” Three Mile Plan, p. 28. The subject proposal will have no effect on sensitive environmental features or cultural resources, and the proposed development is not on agricultural land. While there are agricultural lands adjacent to the proposed expanded parking area, the parking areas will have no adverse effects on said lands and the requirements of this second objective are met.

The third objective in the Gunnison Three Mile plan is to “[m]aintain and enhance water quality and water quantity.” Three Mile Plan, p. 28. This proposal will not have any adverse effects on water quality or water quantity, and in fact, has no effect on water at all, as there will be no water use for the parking are expansion. Thus, this third objective is met because water quality and quantity will be maintained by this proposal.

The fourth objective in the Gunnison Three Mile Plan is to “[m]ake capital investments that support the urban growth boundary.” Three Mile Plan, p. 29. Specifically, the Three Mile Plan objective is to “[f]ocus capital improvements on filling infrastructure gaps within the City limits, to encourage infill industrial, commercial, and residential growth.” Id. This proposal, while not in City limits, would result in infill of commercial growth since it is an expansion of an existing commercial use and is directly adjacent to the existing use. This proposal thus presents a capital investment that supports the urban growth boundary and is consistent with objective four.

Additionally, the overall policy of the Gunnison Three Mile Plan is that “growth in the unincorporated area should occur in a compact form, primarily on lands immediately contiguous to the City.” Three Mile Plan, p. 34. While the proposed development is not immediately contiguous to the City-County border, it is quite close. Additionally, the parking lot expansion satisfies a great need to the community and presents a compact form of development since the expanded parking area would be contiguous with the current storage facilities and parking areas.

Because the outdoor parking expansion proposal is consistent and in accordance with the objectives and policies of Gunnison Three Mile Plan, it complies with the LUR’s primary locational standard, and we hope, given these facts and the great need for additional outdoor parking facilities in Gunnison County, that Gunnison County will lend its support for the project and approve it.

Compliance with Draft Gunnison Subarea Master Plan

It is worth noting that this proposed development is also in compliance with the draft Gunnison Subarea Master Plan. In the March 1, 2023 Subarea Master Plan, developed by Houseal Lavigne Associates, the area of the proposed storage development is already classified as “Storage” in the existing land uses. See Draft Gunnison Subarea Master Plan, p. 5. Additionally, the proposed development is in the “central area” of the “northern gateway,” which has been identified as an area for commercial land use “along State Highway 135.” See Draft Gunnison Subarea Master Plan, p. 15. The proposed development is a commercial land use along State Highway 135. As such, the proposed development will likely be in compliance with the new Subarea Master Plan.”

The application was referred to the City of Gunnison. The City Planning and Zoning Commission provided the following comment and the letter in its entirety can be found on the project file.

“Planning and Zoning Commission find that Centennial Storage is an existing commercial storage use looking to expand on their property which is in proximity to the City's Commercial Zone. The Commission finds the expansion of this storage facility as a means of addressing a need for storage in the community. Increasing storage capacity for the community will help the City meet its goal of creating higher density residential development.”

Section 13-103: General Site Plan Standards and Lot Measurements.

Not applicable. This section generally pertains to building envelopes, the size of new lots, and the dimensions of buildings.

Section 13-104: Setbacks from Property Lines and Road Rights-of-Way.

Applicable, the required setback between Commercial and Residential uses is 50'. The Applicant has proposed a 2' setback from property lines and has submitted a variance application pursuant

to this section. The Variance request shall not be considered at Sketch Plan but will be considered at Preliminary Plan.

Section 13-105: Residential Building Sizes and Lot Coverages.

Not applicable, no new Residential development proposed.

Section 13-107: Installation of Solid Fuel-Burning Devices

Not applicable, no solid fuel burning devices are proposed.

Section 13-108: Open Space and Recreation Areas

Applicable, compliance shall be determined during Preliminary Plan review.

Generally, this requirement would be met in the provision of landscape and buffering areas within the required setbacks. The Applicant has not proposed open space that complies with this section, rather, has requested a variance to the setback requirement.

Major Impact projects shall comply with this Section by providing open space by including landscaping elements pursuant to Section 13-111: *Landscaping and Buffering*, and setbacks from property lines pursuant to Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*.

The Applicant has requested to apply the existing landscaping along the Highway 135 right-of-way to the standards in Section 13-111: *Landscaping and Buffering*. The Applicant has not proposed landscaping between uses; however, intends to buffer the proposal from adjacent uses with an eight-foot-high chain link fence with tan slatting matching existing fencing. The Applicant has requested a variance from the standards of Section 13-104 *Setbacks from Property Lines and Road Rights-of-Way* from adjacent residential uses.

Section 13-109: Signs.

Not applicable, no additional signage proposed.

Section 13-110: Off-Road Parking and Loading.

Not applicable. While the Application is for a change to commercial use, the proposed outdoor vehicle storage does not generate additional parking needs.

Section 13-111: Landscaping And Buffering.

Applicable, compliance shall be considered “broadly and conceptually” at Sketch Plan review.

The Applicant has provided the current landscaping plan for the expansion of Commercial Use. Section 13-111: M.3.a. *Buffering, Different Abutting Uses* requires a 50' (landscaped) “buffer strip” between Residential and Commercial uses. There is no landscaping or buffering proposed between the adjacent parcels or within the parcel between the residential and commercial uses.

Section 3-111: M.1. *Buffering, Applicability* requires a Major Impact project to provide landscaped buffering between adjacent uses when topographical or other natural barriers do not provide reasonable screening and when the County finds that:

a. NEIGHBORING PROPERTIES

There is a need to shield neighboring properties from any adverse external effects of a proposed land use change; or

b. ADVERSE IMPACTS

There is a need to shield the land use change from negative impacts or adjacent land uses in high-density land use changes, and/or when building design and siting do not provide privacy.

A landscaped buffer is required when the county finds that there is a need to shield neighboring properties or adverse impacts. The provision of a landscaped buffer should be considered at Preliminary Plan.

Section 13-112: Snow storage.

Applicable, the applicant has identified areas of snow storage on the site plan and additional detail shall be provided at Preliminary Plan.

Section 13-113: Fencing

Applicable, an eight-foot high chain-link fence with slats is proposed. Commercial fencing is not subject to dimensional limitations. CPW does not have concerns regarding the proposed fence materials.

Section 13-114: Exterior Lighting.

Applicable, the standards of this Section shall be applied at the time of building permit application.

All lighting proposed on the parcel shall comply with this Section and Section 9-301: D.6. *Exterior Lighting* for commercial and nonresidential development.

Section 13-115: Reclamation And Noxious Weed Control.

Applicable, a Reclamation Plan, prepared in compliance with this Section, shall be required at Preliminary Plan.

Section 13-116: Grading And Erosion Control.

Applicable, the applicant has provide a grading and erosion control plan.

Section 13-117: Drainage, Construction And Post-Construction Stormwater Runoff.

Applicable, the applicant has provided a drainage, construction, and post-construction stormwater runoff plan.

Section 13-118: Water Impoundments.

Not applicable, no water impoundments, as defined in this Section, are proposed as part of this application.

Section 13-119: Standards to Ensure Compatible Uses.

Applicable. The review body will “broadly and conceptually” determine if the proposal is (1) a “hazard or nuisance” or if there are “adverse impacts to adjoining land.” The review body will determine if the “additional compatibility requirements” should be required as a condition of approval to mitigate any of these impacts. Outdoor vehicular storage is generally passive use and it is unlikely that the proposal would generate the need for additional conditions. There is overlap between some conditions of this section and others, such as Section 13-111 *Landscaping and Buffering*. Further analysis of these standards and optional conditions will be considered at Preliminary Plan Review.

1. Hazards or Nuisances. *Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.*

2. Adverse Impacts to Adjoining Land. *Land use changes shall eliminate or minimize or mitigate conflicts between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.*

FINDINGS:

The Gunnison County Planning Commission finds, for purposes of approval of the Preliminary/Final Plan phase of the Major Impact project application, that:

1. The project is a Major Impact pursuant to Section 7-101:C. *Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.*
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - a. This combined Preliminary and Final Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined in detail during Preliminary Plan review, and definitively during Final Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of and compliance with the standards of the Resolution within its final presentation of the proposed development pursuant to the foregoing standard.
 - b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.
 - c. Phasing has not been proposed by the applicant.
 - d. All uses have been identified on lots within this proposed development.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-23-00032 be classified as a Major Impact Preliminary and Final Plan, and that the Preliminary and Final Plan be approved with the following conditions:

1. Compliance with Certificate of Administrative Review No. 140, Series 2023 for development in Sage-Grouse Habitat pursuant to the analysis in “Gunnison Sage-Grouse Habitat Site Specific Analysis Permit Application Number LUC-23-00032”, August 31, 2023, Aleshia Rummel, Gunnison Conservation District Wildlife Biologist. The letter found the proposal “will not adversely impact Gunnison sage-grouse or their habitats beyond which has already occurred,” with conditions.
2. A 25' maintenance easement must be maintained from either side of the ditch. The Applicant may obtain written notarized consent from the ditch owner(s), that distance may be decreased, and existing historical easements used to gain access to ditches, headgates, and fences for maintenance or operational purposes shall be preserved or replaced with reasonable alternate easements suitable for continuation of the historic use. This does not prevent piping the ditch across the property, which is allowed pursuant to C.R.S. §§ 37-84-101 & -119.
3. Fence materials shall be constructed to exclude wildlife and reduce wildlife permeability at the project site.

4. This approval is founded on each individual finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or condition, this approval is null and void.
5. This Preliminary/Final Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

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

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING LUC-23-00032, A LAND USE CHANGE PERMIT
APPLICATION FOR PRELIMINARY AND FINAL PLAN REVIEW OF A MAJOR
IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT
DISCOUNT (AKA CENTENNIAL) STORAGE**

WHEREAS, the Applicant, LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant), represented by Centennial Storage Partners LLC, Law of the Rockies, Jennifer Barvitski, and Michael O'Loughlin, Esq. of Schumacher & O'Loughlin, LLC, requests a 2.75-acre expansion of commercial use to allow for approximately 115 additional outdoor fenced vehicular storage spaces adjacent to the existing Discount Storage on a parcel of land commonly known as parcel no. 3701-250-06-008, 1825 State Highway 135, Gunnison, Colorado, legally described as Lot 3, Flying E Ranch Subdivision, according to the plat filed September 17, 2019, at Reception No. 662373, County of Gunnison, Colorado, ("Property"); and,

WHEREAS, a Land Use Change Permit for Sketch Plan Review of a Major Impact Land Use Change for Expansion of a Commercial Use at Discount (AKA Centennial) Storage on the subject property was approved by the Gunnison County Board of County Commissioners in Resolution No. 54, Series of 2024 on December 17, 2024; and,

WHEREAS, the Discount Storage Expansion of Commercial Use Preliminary and Final Plan ("Application") was submitted on February 13, 2025, and determined a complete application on April 14, 2025; and,

WHEREAS, the Planning Commission held public work sessions and public hearings to discuss the Application on the following dates

- May 15, 2025, Work Session
- July 17, 2025, Joint Public Hearing; and,

WHEREAS, at the work session on May 15, 2025, the Planning Commission, after consideration of the following factors: design, size, public concern, public facilities and services; found the applicant's request to combine the Preliminary and Final Plan reviews met the criteria of LUR Section 7-103.C.1 *Preliminary and Final Plans May Be Combined* and approved the request; and

WHEREAS, a joint public hearing was conducted on July 17, 2025, by the Planning Commission and Board of County Commissioners, in which the Commission and BOCC received and considered both written and oral public comment; and

WHEREAS, the following summarized public comments were received at the public

hearing on July 17, 2025.

- Public comment generally supported the project due to a significant lack of available storage space, particularly during snow season, which creates a financial burden. They highlight the project's benefits, including landscaping, and emphasize the community's need for storage. They express concern over regulatory barriers that make it difficult to meet these needs locally. Additionally, demand for storage is high while supply is lacking, which drives prices up and forces people to seek storage farther away.

WHEREAS, a joint public hearing was conducted on July 17, 2025, by the Planning Commission and Board of Adjustment, in which the Commission and BOA received and considered both written and oral public comment; and

WHEREAS, the Board of Adjustment approved a setback variance at the joint public hearing held by the Planning Commission and Board of Adjustment on July 17, 2025 as described in Variance Approval 1, Series of 2025 at Reception No. 703045; and

WHEREAS, at the November 21, 2024, joint public hearing; after a review of the application and all information, documentation, and testimony related to it, the Gunnison County Planning Commission tendered a Recommendation of Approval with findings and conditions to the Board of County Commissioners; and

NOW THEREFORE, the Board of County Commissioners hereby adopts in full the Planning Commission's recommendation and the findings of fact therein, and makes these findings of fact:

1. The project is a Major Impact pursuant to Section 7-101:C. Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - A. This combined Preliminary and Final Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined in detail during Preliminary Plan review, and definitively during Final Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of and compliance with the standards of the Resolution within its final presentation of the proposed development pursuant to the foregoing standard.
 - B. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.
 - C. Phasing has not been proposed by the applicant.
 - D. All uses have been identified on lots within this proposed development.

3. Based on the consideration of limited applicability of Final Plan requirements for the proposed development since it is not a subdivision, the Planning Commission approved the combination of Preliminary and Final Plans.
4. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Application need be conducted by the BOCC, and further, the BOCC hereby approves the Application for LUC-23-00032 as recommended by the Planning Commission, with the following conditions:

1. The applicant shall submit a Boundary Line Adjustment Plat that meets the standards of Gunnison County Land Use Resolution Section 5-104:L *Application Form for Boundary Line Adjustments*.
2. This approval is founded on each individual finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or condition, this approval is null and void.
3. This Preliminary and Final Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
4. This Permit Approval of this application is contingent upon compliance with all applicable federal, state, municipal and other permits required for construction following approval.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with c
7. urrent regulations, and its impact to the County.
8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison

County.

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and adopted
on this 5th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Jonathan Houck, Commissioner

ATTEST [seal]:

Deputy County Clerk