

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 16, 2025

Page 1 of 3

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2025 to 10/15/2026
 2. Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; 10/18/2025 to 10/18/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. September 2, 2025 Regular Meeting
 2. September 9, 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. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing LLC; Facilities; 8/28/2025 to 12/31/2025; \$9,506
 2. Agreement Regarding Assignment of Ground Lease Agreement; Ray Hernandez; Hernandez Family Trust; Gunnison-Crested Butte Regional Airport; 3/6/2025
 3. Grant #8425; Temple Hoyne Buell Foundation; Health and Human Services; 9/1/2025 to 8/31/2026; \$30,000
 4. State of Colorado Amendment #3; 24-HTS-ZL-00208; Juvenile Services; 10/1/2025 to 9/30/2026; \$144,544.40
 5. Family, Friend, and Neighbor (FFN) Training and Support Program Beneficiary Contract; NSN9FAGKEDJ9; Health and Human Services; 7/1/2025 to 6/30/2026; \$42,002.09
 6. Grant Agreement Amendment #2; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2025 to 9/30/2026; \$75,000
 7. Community Grant Request Form; Town of Crested Butte; Juvenile Services; \$15,000
 8. Statement of Work; Colorado's Maternal and Child Health Program; Colorado Department of Public Health and Environment; Health and Human Services; 7/1/2025 to 12/31/2026; \$7,863
 9. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee (STOR); Western Colorado University; Remainder of Term ending 2/1/2027; Briget Eastep
 10. Professional Services Agreement; Bright Beginnings Counseling, LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
 11. Subgrant Agreement; Colorado Statewide Parent Coalition; Health and Human Services; 8/27/2025 to 11/15/2025; \$1,150

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 16, 2025

Page 2 of 3

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

8:35 am

- County Manager's Reports

8:40 am

- Appointment; County Treasurer/Public Trustee
 1. A Resolution and Notice Appointing _____ to Fill the Vacancy Created by the Resignation of the Gunnison County Treasurer
 2. Oath of Office

8:45 am

- Resolution; A Resolution Approving Proposed Loan Transaction of the Board of Trustees for the Gunnison Valley Hospital D/B/A Gunnison Valley Health with PNC Bank, National Association

8:50 am

- Participation Form; CL-1762107; New National Opioids Settlement: Secondary Manufacturers; Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

8:55 am

- Colorado Counties, Inc. Steering Committees (CCI) Legislative Committee Commissioner Designation Form

9:00 am

- Gunnison Valley Land Preservation Fund Grant Agreements; Crested Butte Land Trust
 1. Cement Creek Ranch Conservation Easement Project; \$125,000
 2. Pristine Point, Lot 18 Long Lake Fee Title Project; \$125,000

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

9:15 am

- Call to Order
- Proclamation; 2025 Suicide Prevention Awareness Month
- West Central Public Health Partnership (WCPHP)
- Regional Public Health Improvement Plan
- Community Health Coalition
- Adjourn

10:00 am

- Break

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

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 16, 2025

Page 3 of 3

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

10:10 am

- Vouchers and Transfers (Sales and Local Marketing Tax will be reported on during the October 7th, 2025 Meeting)
- Treasurer's Report
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Executive Session, pursuant to C.R.S. § 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations, 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 for Gunnison County for the purpose of receiving legal advice, related to proposed Amended and Restated Gunnison Valley Transportation Authority Intergovernmental Agreement.
- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b): Conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding Lots 24 and 25, Wilder on the Taylor.
- **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

11:30 am

- Employee Recognition Ceremony

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

ZOOM MEETING DETAILS:

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

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-01981; Amie Mountain

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amie Mountain Lodge LLC dba Inn At Arrowhead

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 9/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



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 #03-01981

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

**AMIE MOUNTAIN LODGE LLC DBA INN AT ARROWHEAD
21401 ALPINE PLATEAU
CIMARRON, COLORADO 81220**

Fee \$100.00

Effective Dates: 10.15.2025 - 10.15.2026

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

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

**AMIE MOUNTAIN LODGE LLC
dba INN AT ARROWHEAD
21401 ALPINE PLATEAU
Cimarron CO 81220**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-01981	License Expires at Midnight October 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. 8/29/2025 GD

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

JUL 03 2025

2310
2391

Submit to Local Licensing Authority
LIQUOR ENF. DIVISION

INN AT ARROWHEAD
21401 ALPINE PLATEAU
Cimarron CO 81220

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	\$ 750.00

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.

received
7-10-25

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

[Empty box for upload date]

Licensee Name

AMIE MOUNTAIN LODGE LLC

Doing Business As Name (DBA)

INN AT ARROWHEAD

Liquor License Number

03-01981

License Type

Hotel & Restaurant (county)

Sales Tax License Number

30119387

Expiration Date

10/15/2025

Due Date

08/31/2025

Business Address

Street Address

21401 ALPINE PLATEAU

Phone Number

9708628206

City, State, ZIP Code

Cimarron CO 81220

Mailing Address

Street Address

21401 ALPINE PLATEAU

City, State, ZIP Code

Cimarron CO 81220

Email

admin@arrowheadmountainlodge.com

Operating Manager

Jessica Amie

Date of Birth

5/19/1980

Home Address

Street Address		Phone Number
602 Snowshoe Ln		970-443-7465
City	State	ZIP Code
Emery	CO	81220

1. Do you have legal possession of the premises at the street address? Yes No
 Are the premises owned or rented? Owned Rented*
 *If rented, expiration date of lease

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

Jessie Amir

Title

Owner

Signature

Jessie Amir

Date (MM/DD/YY)

06/25/25

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

Attest

[Signature]

Signature

Kathy Sullivan

Date (MM/DD/YY)

7-15-2025

Name (Individual/Business)

Amie Mountain Lodge LLC

Social Security Number/Tax Identification Number

46-9979945

Home Phone Number

Business/Work Phone Number

Street Address

21421 Alpine Plateau Rd

City

Camerton

State

LA

ZIP Code

81220

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

Jessica Amie

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

Jessica Amie

Date Signed

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 #42-95237-0000; 456 Enter

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

456 Entertainment LLC DbA Tully's

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 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



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 #42-95237-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.**

**456 ENTERTAINMENT LLC DBA TULLY'S
282 ELCHO AVENUE
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 10.18.2025 - 10.18.2026

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 9-10-2025
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

**456 ENTERTAINMENT LLC
dba TULLY'S
282 ELCHO AVENUE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 42-95237-0000	License Expires at Midnight October 18, 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. 9/8/2025 JS

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

TULLY'S
282 ELCHO AVE
Crested Butte CO 81224

received
9-4-25 14

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	\$ 750.00

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

456 ENTERTAINMENT LLC

Doing Business As Name (DBA)

TULLY'S

Liquor License Number

42-95237-0000

License Type

Hotel & Restaurant (county)

Sales Tax License Number

42952370000

Expiration Date

10/18/2025

Due Date

09/03/2025

Business Address

Street Address

282 ELCHO AVENUE

Phone Number

9703492551

City, State, ZIP Code

Crested Butte CO 81224

Mailing Address

Street Address

282 ELCHO AVE

City, State, ZIP Code

Crested Butte CO 81224

Email

456 ENTERTAINMENT LLC@Gmail.com

Operating Manager

Tully BURTON

Date of Birth

04/14/1981

Home Address

Street Address		Phone Number
310 Tecoma Rd.		970.275.9528
City	State	ZIP Code
CRESTED BUTTE	CO	81224

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

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease
2030

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

Tully BURTON

Title

OWNER

Signature

TB

Date (MM/DD/YY)

08/06/25

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

Hatty Semillion

Attest

Sheyla Williams

Date (MM/DD/YY)

9-4-2025

Name (Individual/Business)

Tully Burton / ASO ENTERTAINMENT LLC. aka Tully's

Social Security Number/Tax Identification Number

45-2421593

Home Phone Number

970-249-2494

Business/Work Phone Number

970-249-2444

Street Address

102 Bluff Ave

City

Crested Butte

State

CO

ZIP Code

81224

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

Tully Burton

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



06/06/25

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: Draft BOCC Minutes; 9/2/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 9/2/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/16/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 2, 2025**

The September 2, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney

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

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

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

MINUTES APPROVAL: Moved by Commissioner Smith, seconded by Commissioner Houck to approve the Special Meeting minutes for August 26, 2025 as amended in our conversation today. Motion carried unanimously.

1. August 26, 2025 Special Meeting

2025 ASSESSOR'S REPORT TO THE CBOE: County Assessor Alexandra Cohen was present for discussion.

Assessor Cohen noted this is the lowest number of appeals they've had in any appraisal year since 2013. She then discussed the findings of the appeals and the failure to report list. Moved by Commissioner Houck, seconded by Commissioner Smith to accept the Assessor's Report to the CBOE as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Board of Equalization meeting at 8:38 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: Moved by Commissioner Smith, seconded by Commissioner Houck to approve the meeting minutes for Augusts 19, 2025 as presented. Motion carried unanimously.

1. August 19, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; National Park Service (NPS) Regular; Remainder of Term ending 2/1/2026; Brinnen Carter
2. Professional Services Agreement; Gunny Bear Ventures, Inc. dba Alpine Landscapes; Facilities; 9/2/2025 to 12/31/2025; \$168,000
3. Acknowledgment of County Manager's Signature; Contract Amendment #2; 24 IHFA 183061; Parent Possible TGYS-PAT Site; Health and Human Services; 7/1/2025 to 6/30/2026; \$27,500
4. Professional Services Agreement; DeLoera Cleaning LLC; Health and Human Services Building; Facilities; 8/19/2025 to 7/30/2027; \$30,000
5. Professional Services Agreement; Jackalope Services, LLC; Blackstock Building; Facilities; 8/19/2025 to 7/30/2027; \$52,050
6. Professional Services Agreement; T&A Enterprises; Courthouse; Facilities; 8/19/2025 to 7/30/2027; \$73,200
7. Professional Services Agreement; T&A Enterprises; Public Safety Center Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
8. Professional Services Agreement; T&A Enterprises; Public Works Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
9. Professional Services Agreement; Abby Johnson; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
10. Grant Application; Office of Public Health Partnership Preventative Block Grant; Health and Human Services; \$50,000
11. Challenge Cost Share Agreement between Gunnison, County of and the USDA, Forest Service White River National Forest; FS Agreement No. 25-CS-11021500-040; Communications and Economic Development

Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2024; R074108; Parcel No. 3787-034-00-067; East & West Tracts, Stone Minor Subdivision; David Kinard: Appraiser III Bob Blackett was present for discussion. The petitioner was not present.

1. Open Abatement Hearing. Commissioner Puckett Daniels opened the Abatement Hearing at 8:45 am.
2. Public Notice Confirmation. Clerk Perry confirmed that the Abatement Hearing had been properly public noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Appraiser Blackett asked for clarification on the process since a letter of authorization was not identified with the applicant's father, Jim Kinard, who was present. CA Hoyt explained that the Board may allow Mr. Kinard to speak during the public comment section of the hearing, however, he would not get a rebuttal that an applicant would get to which the Board agreed was appropriate.

Appraiser Blackett explained time adjusted sales prices of properties in the area. The property in question does not have an access point, but there is an easement on the property. He noted the sale is past the June of 2022 cutoff date and cannot be considered. The Assessor's recommendation is to deny.

5. Applicant Presentation. The petitioner was not present.
6. Board Questions. Commissioner Smith asked how the factors the applicant presented factor or do not factor into the assessor's determination. Appraiser Blackett answered the properties looked at for comparison are sales like and unlike the property. Commissioner Smith then clarified that it could influence future assessments. Commissioner Puckett Daniels confirmed they are only able to consider sales from July 1, 2019 to June 30, 2022. Commissioner Houck commented that the reasonings given by the petitioner are not items that are typically used for an adjustment. CA Hoyt emphasized that it is the burden of the petitioner to convince the Board that the property was overvalued or erroneously valued.
7. Public Comments. Commissioner Puckett Daniels opened the Abatement Hearing to comments at 9:01 am. Petitioner's father Jim Kinard commented on the confusion of the property value being from 2022 for the value of 2024. He also spoke of a neighboring property about the same size as his with extensive river frontage, which was valued at \$337,000 and his son bought the property in question for \$320,000 in 2024. He expressed frustration with the current value being \$803,000.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. The petitioner was not present.
10. Board Questions. Commissioner Smith asked about the neighboring lot mentioned by Mr. Kinard. Appraiser Blackett noted the Stone River Subdivision gets all the rights of the Dos Rios subdivision and that the valuation being referenced was not a sale so it cannot be used.
11. Close Abatement Hearing. Commissioner Puckett Daniels closed the Abatement Hearing at 9:14 am.

Commissioner Puckett Daniels relayed the County is an arm of the State Government and the County Assessor's office is highly governed by State law. The State has directions set regarding the tax year dates that the County must follow to be compliant with the law. CA Hoyt restated the petitioner must prove the Assessor's value was erroneous. Commissioner Houck noted their responsibility is to confirm the methodology of the Assessor's Office was correct, while Commissioner Puckett Daniels expressed frustration at some observations that cannot be taken into consideration. However, she did confirm Mr. Kinard has an opportunity to appeal this further at the State level. **Moved** by Commissioner Smith, seconded by Commissioner Houck to deny the petition for abatement for account R074108 as presented in the packet today. Motion carried unanimously.

JUNE 2025 SALES AND LOCAL MARKETING TAX: The Board of County Commissioners discussed the June 2025 Sales and Local Marketing Tax.

UNSCHEDULED PUBLIC COMMENT:

1. Tom Zieber – Mr. Zieber explained his concerns regarding wolf reintroduction in Colorado and believes a pause would allow time for those opposed to wolf restoration to find a way to permanently suspend it. He has reviewed the letter that the BOCC has sent to the Colorado Parks and Wildlife (CPW) and agrees with the majority with what was stated but does desire a pathway to wolf restoration rather than suspending it. Commissioner Houck emphasized that he has been in touch with Mr. Zieber and confirms they want to minimize conflict between ranchers and wolf reintroduction.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Arrowhead Subdivision – Commissioner Smith relayed that on the 20th she met with Assistant County Manager for Public Works Martin Schmidt, Operations Manager Sparky Casebolt and Arrowhead residents regarding road concerns and found it was a productive conversation. Commissioner Smith then recommended having a possible Town Hall in Arrowhead next year.

Commissioner Houck:

1. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Houck attended the Western District Meeting and stated there were concerns regarding unfunded mandates.
2. Colorado Parks and Wildlife (CPW) – Commissioner Houck had a couple meetings with Director Jeff Davis and Brandon Diamond.
3. Region 10 – Commissioner Houck attended the Region 10 meeting and stated the enterprise zone designation is petitioned. However, he emphasized the decision itself cannot be petitioned, but only whether or not the data was used correctly.
4. U.S. Forest Service – Commissioner Houck relayed the Triple Peaks Ranch restoration is complete.

Commissioner Puckett Daniels:

1. Colorado Water Congress – Commissioner Puckett Daniels attended the State Legislature Water and Agriculture Committee meeting and commented the right to float laws are a challenging issue. She relayed there were desires to clarify the laws as well as pushing for more rights for recreationalists in the river corridor. There was also a presentation from a state engineer about developing a plan for possible forced water conservation to meet Colorado River demands.
2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Puckett Daniels also attended the Western District meeting and she recommended a work session later regarding these issues.
3. Gunnison County Leadership Academy Graduation – Commissioner Puckett Daniels attended the Leadership Academy graduation.
4. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels attended a STOR meeting last week and noted that CPW has substantial regional partnership initiative grant funding opportunities over the next five years to which they will apply for funding for the capital needs for the County. She asked for thoughts on what the higher priorities are.
5. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels noted the GVRHA is continuing with compliance work and expressed she would like any constituent feedback that is given.

Commissioner Smith (cont'd):

1. Budget cuts – Commissioner Smith asked CM Birnie if there were any major budget cuts to the County that he is aware of which he replied that the County is not anticipating any major cuts in the next year with the information given at this moment. However, the biggest potential for service disruptions would come from Health and Human Services.

Commissioner Houck (cont'd):

1. Drought Contingency Plan - Commissioner Houck mentioned the Upper Gunnison River Water Conservancy District approved the Drought Contingency Plan and he will send it to everyone.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 9:53 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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 9/9/25

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 9/9/25

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/16/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
September 9, 2025**

The September 9, 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:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 9:59 am.

DELEGATION OF AUTHORITY; GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM; FEDERAL AWARD NO. 693JJ32540753; PUBLIC WORKS; 60 MONTHS; \$19,082,000, COUNTY SHARE \$3,816,400:

CM Birnie stated that County Attorney Matthew Hoyt has some comments on this contract, but the contract itself is due September 12th and he is requesting delegated authority once ready. Commissioner Puckett Daniels confirmed there will be subsequent Intergovernmental Agreements. **Moved** by Commissioner Smith, seconded by Commissioner Houck to delegate the authority to Matthew Birnie for the Grant Agreement Under Fiscal year 2024 Safe Streets and Roads for All Grant Program as stated in the agenda today. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 10:04 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 9/11/2025 thru 10/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
September 16, 2025, All Day @ BOCC Boardroom
2. [Planning Commission Meeting - Continued Joint Public Hearing Gunnison Area Plan Special Area Regulations](#)
September 18, 2025, 8:45 AM - 12:00 PM @ BOCC Boardroom
Continued Joint Public Hearing - Agenda and Packet materials to be added
3. [BOCC Work Session](#)
September 23, 2025, All Day @ BOCC Boardroom
4. [City of Gunnison - Elected Officials Dinner](#)
September 29, 2025, 6:00 PM
5. [BOCC Regular Meeting](#)
October 7, 2025, All Day @ BOCC Boardroom
6. [BOCC Work Session](#)
October 14, 2025, All Day @ BOCC Boardroom
7. [BOCC Regular Meeting](#)
October 21, 2025, All Day @ BOCC Boardroom
8. [BOCC Work Session](#)
October 28, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Professional Service Agreement with Good Knight Roofing

Fiscal Impact:

Submitted by: Holly Perry for John Cattles

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement ") made effective the 28th day of August, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County .") and Good Knight Roofing LLC, whose address is 3553 Clydesdale Pkwy, Suite 340 Loveland, CO 80538 (Contractor .).

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows: adding commercial grade gutters as described below and in the estimate attached as Appendix A (.Services).

- 244 LF of new 6" steel seamless gutters will be installed. Color selection is to be picked out by the homeowner.
- 77 LF of new 6" steel downspouts will be installed.
- All gutter will be hung on double hangers, one every 12".
- A wood spacer will be installed behind the gutters to allow enough eave clearance.
- Install new downspouts.
- Install heat line in gutters and onto eaves across all of the new gutters.

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

2. TERM.

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

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Nine Thousand, Five Hundred and Six and No/100 U. S. Dollars (\$9506.00) (Compensation). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

4. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus 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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, 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 County, its officers or employees.

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

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

6. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

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 acts, failure to act, 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 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.

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

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. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

10. 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.

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this 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 or any other law or rule limiting the liability of the County in relation to this Agreement.

- 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.

12. 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.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 Covid-19, 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.

20. 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: Good Knight Roofing
3553 Clydesdale Pkwy
Suite 340
Loveland, CO 80538

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.

21. 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.

22. 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.

23. 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.

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (PII) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure

requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a Third-Party Service Provider as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

25. 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., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By: _____

Its: _____

APPENDIX "A"

SCOPE OF SERVICES

6638 W. Ottawa Ave.
Littleton, CO 80128

Phone: 303-444-2200



www.goodknightroofing.com

Proposal Submitted To (Homeowner): Anthony Janssen	Good Knight Rep: Cole Gray	Date: 08/28/2025
Address: 275 South Spruce Street	Insurance Company:	Adjuster:
City, State & Zip Gunnison CO 81230	Insurance Company Phone:	Policy & Claim#
Phone: (970) 641-8561	Email: ajanssen@gunnisoncounty.org	Contract #

As used in this Agreement, "Homeowner" means the customer named above, and "Contractor" means Good Knight Roofing LLC.

By this agreement, the Homeowner engages the Contractor to perform, and the Contractor agrees to perform, at the address stated above, the work described in the Scope of Work form that is attached to and is a part of this agreement, all on and subject to the terms and conditions of this agreement.

For roofing projects only, the following four items summarize the new roof surface material to be included:

- o # of squares = 244 LF Gutter 77 LF Downspout 321 LF Heat Line
- o 1 YR Labor 40 YR paint Year Manufacturer Warranty
- o Shingle Manufacturer: N/A
- o Model & Color: White

Price:
The price of the work is \$ 9,506, subject to adjustments provided in this agreement. This price does not include any work not described on the Scope of Work form unless otherwise specifically stated in this agreement.

Work Schedule: Work to commence on or near 09/09/2025, subject to weather conditions. Contractor is not responsible for delays resulting from adverse weather or other causes beyond Contractor's control.

Payment Schedule:
The Homeowner shall pay Contractor the contract price as follows:

Due upon delivery of materials: \$0
Due upon substantial completion of the work: \$ 9,506
(Plus, if the project is not funded from insurance proceeds, all other amounts owing under this agreement.)

If the project is funded from insurance proceeds, all other amounts owed to Contractor under this agreement (e.g. supplemental payments, overhead &

profit, and depreciation) will be immediately due when those proceeds are received from the insurer.

If the project includes roofing work, Contractor shall hold in trust any payment received from you until Contractor has delivered roofing materials at the site or has performed a majority of the roofing work on the Homeowner's property.

Initials: _____ agrees to payment terms above

Contractor's liability coverage insurer is Weedn Insurance Agency, which can be contacted at 1601 E Eisenhower Blvd., Loveland, CO 80537- 970-667-2145.

Insurance Work: The Homeowner is ___ / is not ___ intending to make payment from the proceeds of a property and casualty insurance policy. If the work is to be paid for from insurance proceeds, the price will be increased by the amount of any supplemental payments made by the insurer for the work or for additional repairs, general contractor overhead and profit, the costs of permit fees, other taxes on the work, and any other services provided by the Contractor that the insurer agrees to pay for. If the insurer's check is made out to the Homeowner's mortgage lender, work will not begin until the check has been endorsed by both the Homeowner and the lender and the Homeowner has the proceeds available to pay for the work. The Contractor cannot pay, waive, rebate, or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment for roofing work.

The terms and conditions on the back of this agreement and in the attached Scope of Work are part of this agreement.

I (we) agree by signing below, to all the contract conditions on both the front and the back of this agreement.

Date of Acceptance: _____ Homeowner's signature: _____

Contractor Representative signature: _____

You have the right to rescind this contract within 72 hours after entering into the contract.

1. All proposals subject to approval of Contractor's management.
2. Price of contract is valid for 60 days based on quarterly material and shipping price increases, if Contractor is prevented by any cause from completing the work within 60 days after the date of this agreement, any material or shipping price increases incurred for the project will result in an increase in the contract price in the amount of the total material price increases plus allowed overhead and profit (at 10% overhead and 10% profit).
3. Contractor will perform the specified work in accordance with the industry guidelines and practices generally accepted in the area of the property for the work involved in the project, including local codes in effect when the permit is obtained (if a permit is required).
4. Homeowner is responsible for homeowner association approval of materials, colors, and any other design aspects that require approval.
5. Amounts due and unpaid under this agreement will accrue interest at 10% per annum from the date due until paid (computed on a daily basis, without compounding). The Homeowner acknowledges that if any amount is not paid when due, the Contractor may, in addition to its other remedies, claim a mechanics' lien against the property.
6. The Homeowner shall pay all reasonable attorneys' fees and disbursements and all other costs incurred by Contractor to collect amounts due under this agreement or otherwise enforce this agreement or resolve any disputes arising under this agreement.
7. Contractor shall not be liable for failure of performance due to labor controversies, strikes, fire, hail, weather, inability to obtain material from usual sources, or any other circumstances beyond the control of the Contractor, whether of similar or of dissimilar nature to the circumstances listed.
8. Effective upon final payment in full for all work performed under this agreement, Contractor will warrant the workmanship of the work under this agreement for one (1) year from the date the work was substantially complete. This warranty cannot be transferred to subsequent owners of the property. This warranty does not extend to any feature of the Property other than Contractor's work. Contractor does not warrant against or have any liability for leaks or water damage below the roof line, including damage from excessive wind, ice or hail. This warranty does not extend to materials, which will be covered by manufacturers' warranties.
9. Homeowner has the right to rescind this agreement and obtain a full refund of any deposit within 72 hours after signing this agreement. Homeowner does not have any other right to rescind or cancel this contract other than rescission rights provided by law or as expressly provided in this agreement. If this contract is nevertheless cancelled by the Homeowner later than 72 hours after it has been signed and before materials have been purchased, the Homeowner shall pay the Contractor 20% of the contract price as liquidated damages, not as penalty, but as fair compensation for services to that point. The parties agree that the Contractor's damages for the loss of this contract at that stage of progress of the work would be difficult to ascertain and that the liquidated damages are a reasonable estimate of those damages. The liquidated damages provisions of this paragraph do not apply if Homeowner cancels work after materials have been purchased and do not apply if this contract is validly rescinded, and in those circumstances, Contractor will have the right to damages or other compensation to the extent provided by law or by principles of equity.
10. The company will not be held responsible for slight scratching or denting of gutters, oil droplets in the driveway, cracks in concrete or damage to plants or trees.
11. If material has to be reordered or restocked because of a cancellation by the Homeowner, Homeowner shall reimburse Contractor for all restocking charges and contractor cancellation fees incurred by Contractor.
12. Replacement or repair of the deteriorated decking, fascia boards, swamp coolers, ventilators, chimneys, counter flashing, or any other work completed for homeowner not stated in the contract, are not included and will be charged as extra work on a time and materials basis, plus a fee of 10% for overhead and 10% for profit.
13. If the Homeowner believes that the Contractor has breached its obligations under this agreement, whether by reason of suspected defective work or otherwise, the Homeowner must give the Contractor prompt notice and allow the Contractor time to correct the claimed defect or other breach that is reasonable and sufficient under the circumstances in light of normal construction trade practices. This requirement applies to claimed defects in corrective work as well as to claimed defects in the original work. Contractor will not be responsible for any costs incurred by the Homeowner if the Homeowner has a separate contractor perform repair work.
14. Contractor will maintain at least \$1,000,000 in liability insurance coverage.
15. Homeowner acknowledges Contractor is acting as a general contractor and, if the project is being funded by insurance, Contractor will be entitled to receive any insurance proceeds available from the insurer with respect to overhead and profit. All additional insurance proceeds received by the Homeowner with respect to the project, whether for contractor overhead and profit, supplemental claims for additional work not included in the original insurance adjustment, or otherwise, shall be included in the contract price and paid by Homeowner to Contractor upon receipt from the insurance company.
16. If the project consists of roofing work and the Homeowner plans to use the proceeds of a property and casualty insurance policy to pay for the roofing work, the Homeowner may rescind this contract within 72 hours after the Homeowner receives written notice from the property and casualty insurer that the claim has been denied in whole or in part, as provided in Section 6-22-104 of the Colorado Revised Statutes and subject to the requirements and limitations provided in that law. As provided in that law, the Contractor is entitled to retain payment or deposits to compensate the Contractor for roofing work actually performed in a workmanlike manner consistent with standard roofing industry practices, and to claim any additional compensation that may be fair for the reasonable value of any roofing materials ordered and actually installed pursuant to this agreement before it was rescinded as long as the services were performed consistent with industry standards for workmanlike performance of roofing services. This right to rescind does not apply if the denial of the claim is related to a request for supplemental roofing services that could not have been reasonably foreseen as a necessary and related roofing service at the time of the initial roofing inspection or the execution of the initial contract.
17. If the project consists of roofing work, Contractor will not be responsible for exterior damage such as broken or fallen crown molding or stucco, deteriorated solar panels, evaporative coolers and existing skylights or any interior damage such as falling dust and debris a result of re-roofing cracked plaster, sheetrock or nail pops, wall hangings, and items on shelves, counters and other surfaces. Homeowner is strongly encouraged to safeguard objects on walls, shelves, and other surfaces from the risks of vibration and falling.
18. If the project includes installation of ground-level improvements (including, for example, decks, patios, or other exterior improvements), the Contractor will have no responsibility to locate, protect, or move irrigation systems, controls, or other underground improvements, except that the Contractor will order location service for underground utility lines. The Homeowner shall relocate any such improvements owned by Homeowner and shall be responsible to arrange and pay for any necessary relocation of improvements owned by utility companies. Utility relocation is not included in the contract price.





Good Knight Roofing, LLC.
Remit all payments to:
3553 Clydesdale Pkwy,
suite 340
Loveland, CO 80538
Phone: (970) 449-5000

08/28/2025
Claim Information

Company Representative
Cole Gray
Phone: (719) 367-6319
cgray@gkrmail.com

- 244 LF of new 6" steel seamless gutters will be installed. Color selection is to be picked out by the homeowner.
- 77 LF of new 6" steel downspouts will be installed.
- All gutter will be hung on double hangers, one every 12".
- A wood spacer will be installed behind the gutters to allow enough eave clearance.
- Install new downspouts.
- Install heat line in gutters and onto eaves across all of the new gutters.

- Heat line will be charged at \$5.36 per lineal foot. To do all new gutters and existing gutters, 840 lineal feet will be required. Heat line lineal feet can be adjusted. Job is priced for 321 LF currently.

Anthony Janssen
275 South Spruce Street
Gunnison, CO 81230
(970) 641-8561

Job: Anthony Janssen

Gutter Estimate Section

TOTAL \$9,506.00

This estimate is good for 30 days - Does Not Include Permit Fees

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Regarding Assignment of Ground Lease Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Ray Hernandez, The Hernandez Family Trust

Term Begins: 03/06/2025

Term Ends:

Grant Contract #:

Summary:

Current lessee, Ray Hernandez, requesting to reassign hangar ground lease agreement to his family trust, The Hernandez Family Trust

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this 6th ___ day of March 2025 and is among:

Ray Hernandez, ("Seller"), and The Hernandez Family Trust; ("Buyer"),

and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, Seller is the Lessee of a re-assigned Ground Lease dated March 6, 2025, attached hereto and incorporated herein as Exhibit "C", under a 20-year Ground Lease Agreement with Gunnison County dated August 1, 2017, for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; attached hereto and incorporated herein as Exhibit "A", and re-assigned on **March 6, 2025** attached hereto and incorporated herein as Exhibit "B" and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to re-assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

WHEREAS, Pursuant to Paragraph 2 of the Ground Lease Agreement dated August 1, 2017, Buyer requests to exercise the option to extend the lease beyond its original 20 year term which expires on July 31, 2037, for the additional 20 year term to now expire on July 31, 2057, and Gunnison County hereby approves and grants Buyer's request for the 20 year extension of the original term.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar by Buyer and such purchase is completed by March 6, 2025 or such approval of assignment of lease shall be null and void.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

BUYER

The Hernandez Family Trust

Raymond Hernandez

Raymond Hernandez, Trustee

STATE OF COLORADO)

COUNTY OF GUNNISON)

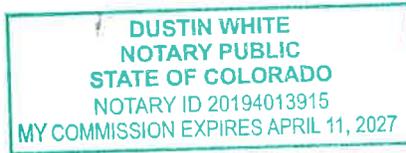
The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 22nd day of August, 2025, by Raymond Hernandez

Witness my hand and official seal.

My commission expires: 4/11/2027

[Signature]

Notary Public



**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

By: _____
Laura Puckett-Daniels, Chairperson

ATTEST:

Deputy Clerk

GROUND LEASE AGREEMENT

1st THIS GROUND LEASE AGREEMENT is made and entered into effective August 1st, 2017, by and between the Board of County Commissions of Gunnison County, Gunnison Colorado, ("Gunnison" or "Lessor"), and Ray Hernandez ("Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gunnison/Crested Butte Regional Airport ("Airport") in Gunnison County, Colorado; and

WHEREAS, Lessee desires to lease from Lessor certain land located at the Airport;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases (the "Lease") to Lessee, its heirs, successors and assigns, that certain land located at the Airport and identified on Exhibit A attached hereto and integrated herein and more particularly described on Exhibit B attached hereto and incorporated herein (the "Premises"). The Lease shall include all rights normally incident to the use and enjoyment of the Premises for the intended purpose, including the right to enter upon Airport Premises to access the Premises during the normal hours of operation at the Gunnison-Crested Butte Airport. In addition, subject to the provisions hereof, Lessee shall be entitled to use all other existing and future Airport facilities on the same basis as such facilities are made available to private aviation generally. The Premises shall be used and occupied by Lessee exclusively for the construction at the Airport of the Improvements (the "Hanger") described on Exhibit B.

2. Lease Term. The Lease pursuant to this Agreement shall commence upon mutual execution hereof by both Lessor and Lessee, beginning the date this agreement is made and entered into. The Lease shall continue for **20 years** (the "Lease Term") unless sooner terminated as provided herein. So long as the Lessee has been in full compliance with the terms of the Lease, and the Lessor has determined in its reasonable discretion that the Hangar is in good repair, the Lessee may extend the term of this Lease one time for an **additional twenty (20) year period** ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall constitute a month to month Lease ("Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the Premises. Ground Rent in the amount of **\$0.35 (thirty five cents)** per square foot per annum based on the floor area of the hangar to be built. Ground Rent for the first year shall be payable in advance and shall be due upon the issuance of a building permit for the Hangar and prorated from the date the building permit is issued to December 31, 2017. Subsequent annual Ground Rent shall be adjusted annually by the Denver/Boulder CPI. Ground Rent shall be due and payable, whether or not Lessee receives a bill. Ground Rent shall be prorated on a daily basis for the portion of the first calendar year that Lessee begins construction of the Premises and the Lessor shall return any prepaid rent to the Lessee for any portion of a year that the Ground Lease is not in effect. Ground Rent shall be made payable to Gunnison County and shall be delivered to the County's Finance Director at Gunnison County Courthouse, 200 E. Virginia, Gunnison, CO 81230, or such other address as the County may designate in writing from time to time. Ground Rent shall be paid annually, in one lump sum, in advance, on April 1st of the calendar year the Ground Rent is due. Lessor shall attempt to notify Lessee in March of every calendar year for the Ground Rent Denver/Boulder CPI adjustment. Any portion of the Ground Rent not paid when due shall bear interest from the due date until paid at the rate of 15% per annum. Failure of the County to notify Lessee of the Ground Rent due on April 1st shall not waive the obligation for payment, nor shall such failure delay the due date for payment of the Ground Rent. Failure to timely pay the Ground Rent shall be a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease it may be necessary for the County to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Gunnison-Crested Butte Airport and its facilities may continue to be a safe and efficient facility for aviation activity and therefore will require accommodation that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Airport. Lessee agrees that no liability shall attach to the County, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference to the extent possible with Lessee's use and enjoyment of the Premises.

5. Certain Obligations of Lessee.

(a) Construction of the Hangar. Lessee agrees to begin construction no later than 30 days after the issuance date of the Building Permit and to complete the construction within 120 days after the date construction begins unless extensions to complete construction have been approved by the airport manager which will not be unreasonably denied. In the event Lessee fails to begin and complete construction within the period specified above, the County shall have the right to terminate this lease pursuant to the provisions of paragraph 7. The Hangar described in Exhibit B, will be built at Lessee's sole expense and in accordance with the current Gunnison-Crested Butte Regional Airport Master Plan for Aeronautical Land use at the Airport, and Construction Guide at the Gunnison Crested Butte Regional Airport in accordance with the specifications described in Exhibit C attached hereto and incorporated herein. The hangar must meet current NFPA and ARIS standards. Any amendment to the construction specifications on

Exhibit C shall require the prior written consent of Lessor which may be withheld in "Lessors" reasonable discretion.

(b) Approval of Plans. Lessee covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such building, structure, roadway, utility line, addition or improvement and their locations, relative to the Leased Premises including location of drainage, utilities and roadways will be submitted to the County's Airport Manager for approval. Lessee's plans shall meet all requirements/limitations imposed by the Federal Aviation Administration (FAA) for the type of development proposed. Lessee covenants and agrees that prior to the installation or construction of any such building, roadway, structure, utility line, addition or improvement on the Leased Premises, it shall first submit to the County for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications and the current land use development criteria established by Gunnison County, Colorado and all requirements/limitations imposed by the FAA.

(c) As-Build Drawings. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, Lessee shall present to the County a complete set of reproducible drawings including, but not limited to, specifications and shop drawings.

(d) Maintenance of Hangar and Premises. From and after the date construction is completed on the Hangar, Lessee shall maintain the Hangar and Premises, including the roof and structural components of the Hangar, at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Hangar and/or Premises without making application, and receiving from, the Airport Manager approval in the County's reasonable discretion for such proposed structural alteration. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Hangar and/or Premises required pursuant to this Agreement within thirty (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor's actual costs and expenses incurred in connection therewith. Lessee shall follow all local, state and federal life and fire safety and environmental and other applicable codes and regulations and minimum standards. Lessee shall notify the County of all construction, reconstruction, repair, or any work whatsoever related to the Hangar and/or Premises, the name of the contractors or subcontractors performing such work, and shall defend, indemnify and hold the County Harmless at Lessee's sole expense from any claims whatsoever concerning the Hangar and/or Premises except those caused by Lessor's negligence or willful misconduct.

(e) Use of Premises. The Lessee shall use the Hangar and Premises exclusively for the storage and protection of serviceable aircraft, aircraft parts and other activities generally carried on at aircraft hangars by the Gunnison County minimum standards. Lessee may also store personal vehicles or other miscellaneous personal items owned by the Lessee. Notwithstanding anything in this Agreement to the contrary, the Lessee shall not carry on any

commercial activity whatever with respect to the Hangar or Premises. The Lessee shall not use the Hangar or Premises for any activities in competition with normal fixed base operation activities conducted at the Airport by or under concession with Lessor unless Lessee enters into a separate operating agreement with the Airport and the activity is in compliance with the Airport minimum standards. However this will not prevent the Lessee from leasing hangar space on a short term or long term basis for storage of aircraft. Lessee shall not install, operate or permit to be used at the Hangar or Premises any signs or similar advertising devices without the written approval of the Airport Manager. Additionally, Lessee shall have a fire extinguisher and any other equipment on the Hangar and Premises at all times in accordance with the appropriate life and fire safety codes.

(f) Laws and Regulations. In using the Premises, the Hangar and the Airport, Lessee shall comply with all applicable laws, regulations and rules of general applicability that may be in effect from time to time, including without limitation rules of federal, state, county and municipal governments and all applicable life, fire and safety codes. Lessee shall also fully and promptly comply with the Rules and Regulations and Minimum Standards of the Gunnison/Crested Butte Regional Airport, existing, amended or future.

(g) Utilities. Lessee shall be responsible for all utility charges, including connection fees incurred after the date hereof for utility service to the Premises. Any future utilities shall be underground, within 60 days pavement or ground disturbed in the process returned to its original condition.

(h) Insurance for Hangar and Premises. Throughout the term of the Lease, Lessee shall maintain property insurance in the amount of \$40,000 covering the Hangar and Lessee's interest in the Premises and shall provide insurance protection from fire and such other casualties as Lessor may determine, which insurance shall be in the amount of the reasonably anticipated replacement costs of the Hangar. The County shall be named as an additional insured under any insurance policy issued to Lessee at Lessee's sole cost, if any. In the event of damage or destruction to the Hangar, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall the County be obligated to repair or replace the Hangar after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Hangar after damage or destruction unless the County agrees otherwise.

(i) Ownership. Lessee shall own the Hangar

(j) Construction by County. There are no facilities to be constructed by County under this Lease. All construction will be made by Lessee.

(k) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, materialmen's or similar liens with respect to Lessee's interest in the Hangar. If any such liens are asserted against Lessor's interest in the Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security therefore. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease. Any encumbrance of Lessee's interest in the

Hangar permitted pursuant to this Lease shall expressly exclude any interest of Lessor in the Hangar.

(l) Taxes. The Lessee shall pay all real and personal property and other taxes that are assessed against the Hangar and/or Premises.

(m) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time to time mortgage the leasehold estate, so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease. Such right of Lessee to mortgage the Hangar leasehold estate shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not reasonably be withheld. No mortgage shall to any extent encumber all or any portion of Lessor's fee simple interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Hangar leasehold estate created hereby ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and thirty (30) days thereafter in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to affect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease is terminated in accordance with this Lease or by provision of Law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease by Lessor and Lessee shall be effective only if the same is given the prior written approval of any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 of the actual receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease.

(iii) New Lease. If Lessor terminates this Lease, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written

request for such new lease within thirty (30) days after the date of such termination, and (ii) such mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all sums unpaid which at such time would have been payable under this Lease but for such termination, and shall cure all defaults of Lessee under this Lease which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney's fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease.

(iv) Casualty. In case any leasehold mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Hangar, then the Leasehold Mortgagee is hereby authorized, at its sole expense, to repair or restore the Hangar or to replace the hangar under the same terms and conditions of this Lease as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Hangar shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease.

(n) Security. Lessee shall have entrances and gates to the Air Operations Area and agrees to comply with the FAA regulations, 49 CFR Part 1542, as may be amended from time to time, and TSA regulations as may be amended from time to time, which requires Lessee to control and regulate any doors, openings or entrances to the Air Operations Area. Lessee shall comply with all applicable regulations required by the federal Department of Homeland Security.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Hangar or on the premises without the prior

written approval of the Airport Manager. However it is recognized and understood that fuel contained in the fuel tanks of aircraft and vehicles is permitted. The parties understand that the Airport Manager is authorized by this provision to require safety containers or other safety measures are followed by Lessee as a condition of such approval. Written approval of the Airport Manager shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal use of private aircraft.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Hangar and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.

(c) Lessee shall keep the Hangar and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.

(d) Lessee shall not use any high wattage electrical equipment, heat lamps, or machinery in or about the Hangar. Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device the use of which requires modification to the capacity of the existing electrical system shall be deemed to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or Premises or pass any mechanism over the struts or braces therein without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Hangar and Premises occasioned by such conduct, whether or not Lessee obtains the permission of the Airport Manager.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Premises or Hangar without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) Lessee shall not park or leave Aircraft or vehicles on the taxilane or on the pavement adjacent to the Hangar door in a manner that unduly interferes with or obstructs access to adjacent Hangars. Aircraft parked for more than 30 minutes in the taxilane area shall constitute an obstruction.

(h) In utilizing the Hangar and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules regulations and minimum standards established by any federal, state or local government agency.

7. Termination. Either party shall have the right to terminate the Lease in its entirety if the other party breaches any provision of this Agreement or fails to perform any obligation hereunder and if such breach or failure continues for a period of thirty (30) days after receipt by notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach within thirty (30) days of receiving notice, and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination.

8. Certain Rights and Obligations on Termination. Upon expiration or earlier termination of this Lease, Lessor shall be deemed the owner of the Hangar and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease term. Lessee shall remove all such alterations, additions or fixtures at the end of the Lease term unless Lessor conditioned its consent upon Lessee leaving a specified alteration, addition or fixture in or on the Hangar and or Premises, in which case Lessee shall not remove such alteration, addition or fixture. Lessee shall immediately repair any damage to the Hangar and Premises caused by such removal.

9. Inspection. County's authorized representatives shall be allowed access to the Hangar and/or Premises at all reasonable times, for the purpose of examining and inspecting the Hangar and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Hangar Lessee's Hangar Complex (i.e. Key, lock combination, etc.).

10. Ingress- Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Hangar or Premises, subject to generally applicable rules and regulations governing use of the Airport in effect from time to time.

11. Utilities. Lessee shall have the right at its sole cost to install utility and related facilities at the Airport to provide utility services to the Hangar and shall have the right to access all utilities servicing the Airport at Lessee's expense and with Lessor's permission. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of interior of the Hangar that may be affected by such construction. Airport Manager shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Airport, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the Airport Manager, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Airport operations. After construction, Lessee shall restore the construction site to its condition prior to construction. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible.

12. Assignment, Subletting, Change of Ownership.

(a) Lessee may, upon prior written approval of the County, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Agreement if Lessee transfers its ownership in the Hangar to that same party.

(b) Lessee may sublease all of or a portion of the Hangar; provided, however, the Lessee shall be obligated to notify the Airport Manager of any sublease and of the name of the sublessee and the owner, make, model, and tail number of any aircraft stored in the hangar on a monthly or longer basis. Failure to notify the Airport Manager of all subleases, the name(s) of the sublessee(s), the owner(s), make, model, and tail number of any Aircraft stored in the hangar at any time shall constitute an event of default under this Lease. The parking of Aircraft not owned by or leased by Lessee within the Hangar shall constitute a sublease except an Aircraft titled in the name of a corporation or other entity controlled by lessee shall not constitute a sublease. Any transferee, assignee, sublessee, or any person or owner of an Aircraft stored in the Hangar shall be subject to and bound by all the provisions of this Agreement.

(c) The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lessee, (v) the reorganization, liquidation or dissolution of the Lessee. The County shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

13. Nondiscrimination and FAA Requirements. This Agreement involves the use of or access to space on, over or under real property acquired or improved pursuant to the Airport Improvement Program and agreements with the Federal Aviation Administration and, therefore, involves activities that serve the public. Accordingly, Lessee agrees that (1) no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, physical or mental handicap or national origin; (2) that in constructing any improvements or furnishings services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color or national origin; and (3) that Lessee shall use Premises in compliance with all other requirements imposed by or pursuant to applicable Department of Transportation regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Agreement under the provisions of paragraph 7.

14. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the

consent or approval to or of any subsequent similar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

15. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

Airport Manager
Gunnison/Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

and

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received:

(a) if personally received by the individual named below, or

(b) three days after being sent by certified mail, postage prepaid, addressed to:

Ray Hernandez
59A East Cottonwood Rd
Gunnison CO 81230

or to such other addresses as the Lessee may designate in writing from time to time.

16. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

18. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Agreement, each party shall be required to pay its own fees and costs and expenses, including its own attorneys' fees, and there shall be no award of fees to the putative "prevailing party."

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

20. Estoppel Certificate. At any time and from time to time either party shall execute, acknowledge and deliver to the other a written statement certifying that this Agreement is in effect without modification of the provisions hereof (or if there have been modifications, a statement thereof), and that neither party is in default hereunder (or if any such default exists, a description thereof). Any such certificate shall be delivered within ten days after request is made therefore.

21. Miscellaneous. In this Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Agreement may be brought in Gunnison County, Colorado.

22. Airport Closure – Mandatory Buyback Schedule. In the event the Lessor permanently terminates the use of the Airport for general aviation purposes with no intent to reopen the Airport for general aviation purposes, the parties agree that the Lessee shall sell and the Lessor shall buy the Hangar from the owner based on the following formula:

The Fair Market Value of the Hanger on the date of receiving the Certificate of Occupancy shall constitute the Purchase Price and will be multiplied by a fraction, the numerator of which is the number of years remaining on the Ground Lease (assuming a Twenty-year lease), and the denominator of which is 20.

For example, if the Initial Purchase Price were \$200,000, and the County closed the Airport with 10 years remaining on the 20-year lease, the Lessee would be required to sell and the County would be required to buy the Hangar for \$100,000 ($\$200,000 \times 10 \div 20 = \$100,000$).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:

GUNNISON COUNTY,

By: 

Phil Chamberland, Chairman
Board of County Commissioners

ATTEST 
Katherine Haase, Deputy Clerk



LESSEE:


Ray Hernandez

EXHIBIT A
DEPICTION OF HANGAR CONSTRUCTION AREA

Exhibit 1 of the Northwest General Aviation Development Plan Dated: July 26, 2017

EXHIBIT B

Details of development plan showing placement of hangar on lot and apron measurements

EXHIBIT C

HANGAR SPECIFICATIONS

Hangar Size:

Building Manufactured by:

Snow Load: ?? pounds

Wind Velocity: ?? pounds

Color:

Hangar: Roof:

Walls:

Trim:

Hangar Number: Located with Airport approval

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant #8425; Temple Hoyne Buell Foundation; Health

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison Hinsdale Early Childhood Council Buell Foundation Grant Contract

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



1873 S. Bellaire St., Suite 600
Denver, CO 80222
(303) 744-1688
www.buellfoundation.org

August 29, 2025

Matthew Birnie, County Manager
Gunnison County
220 N. Spruce Street
Gunnison, Colorado 81230

Re: Grant # 8425

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County that a grant has been approved in the amount of \$30,000 to Gunnison Hinsdale Early Childhood Council for infrastructure and systems building. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

- 1. Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the “Code”), or a governmental agency organized under the laws of the State of Colorado.
- 2. Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation’s prior written approval. The grant period is September 1, 2025 through August 31, 2026. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
- 3. Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than September 30, 2026, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
- 4. Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization’s tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
- 5. Reasonable Access:** You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

Gunnison Hinsdale Early Childhood Council

Grant #8425

Page 2

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

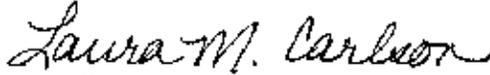
7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter **with electronic authorized signatures** within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Laura Carlson

Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x

Signature, Gunnison County Manager
Gunnison County

Printed Name: _____

Title: County Manager _____

Date: _____

x

Signature, Early Childhood Services Supervisor
Gunnison County

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Amendment #3; 24-HTS-ZL-00208; J

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for GCSAPP grant for staffing and programming through CDOT.

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025

STATE OF COLORADO AMENDMENT (3)

SIGNATURE AND COVER PAGE

State Agency
Department of Transportation

Subrecipient
GUNNISON COUNTY

Original Subaward Agreement Number
24-HTS-ZL-00208

Amendment Subaward Agreement Number
24-HTS-ZL-00208-M0004

Subaward Agreement Performance

Beginning Date
October 01, 2023

Current Agreement Expiration Date
September 30, 2026

Current Fund Expenditure End Date
September 30, 2026

Subaward Agreement Amount

Initial Term- Federal Fiscal Year 2024
(October 1, 2023-September 30, 2024) \$ 122,272.50

Amendment #1-Federal Fiscal Year 2025
(October 1, 2024-September 30, 2025) \$ 134,405.30

Amendment #2-Federal Fiscal Year 2025 \$ 3,000.00
(October 1, 2024-September 30, 2025)

Amendment #2-Federal Fiscal Year 2026 \$ 144,544.40
(October 1, 2025-September 30, 2026)

Total for All Agreement Terms \$ 404,222.20

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.

SUBRECIPIENT
GUNNISON COUNTY

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____

Name: Jonathan Houck

Title: Chair-Gunnison BOCC

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

1) PARTIES

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

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY**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 Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

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

4) PURPOSE

The purpose for this Amendment is to add \$144,544.40 in Federal Fiscal Year (FFY) 26 funds to the Current Total Encumbered Amount, revise the Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment, revise Exhibit A.1 - Statement of Work and Budget as described in Section 5. In addition, line one has been reduced by \$4,213.28 to reflect actual spending for FFY 24 as shown in the Amended FFY 24 attached in Exhibit A.2.

5) MODIFICATIONS

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

A. FFY 24 original amount of \$126,485.78 has been reduced by \$4,213.28 to reflect actual spending for FFY 24 of \$122,272.50.

B. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

C. The Amended Agreement Expiration Date is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

D. The Amended Agreement Fund Expenditure End Date is hereby deleted and replaced with the Current Fund Expenditure End Date on the Signature and Cover Page for this Amendment.

E. Exhibit A.2 is hereby deleted and replaced with Exhibit A.3.

F. All references to Exhibit A.2 in the Subaward and any amendments are hereby deleted in their entirety and replaced with Exhibit A.3.

6) LIMITS OF EFFECT

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

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EXHIBIT A.3, STATEMENT OF WORK AND BUDGET

Action Plan

Agency Name: Gunnison County
Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)
WBS Element: 24NHTSA402.0313 / 2025NHTSA402.0313 / 2026NHTSA402.0313
SAM UEI: NSN9FAGKEDJ9
CFDA: 20.600
FAINS: 69A37524300004020CO0

Year 1 / FFY 24 Description

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders’ and parents’ support, understanding and modeling behavior. The Subrecipient shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

Year 2 & 3 / FFY 25 & 26 Description

This Action Plan is for the development and execution of community and school-based prevention and education focusing on impaired driving within Gunnison County. Gunnison County (the Subrecipient) shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget for Year 3 shall be within 10% of the budget planned for Year 2. The planned activities noted below will be similar in year 3.

Year 1 / FFY 24 Subrecipient Responsibilities

The Subrecipient will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

Year 2 & 3 / FFY 25 & 26 Subrecipient Responsibilities

Under this contract, Gunnison County shall work to reduce the number of impaired driving fatalities and overall traffic related fatalities within Gunnison County.

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office’s coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the grantee signifies their understanding and approves the use of these activities within their jurisdiction.

Initial Term Original Agreement (FFY24-Year 1: October 1, 2023-September 30, 2024):	\$ 122,272.50
Amendment #1 (FFY25-Year 2: October 1, 2024-September 30, 2025):	\$ 134,405.30
Amendment #2 (FFY25-Year 2: October 1, 2024-September 30, 2025):	\$ 3,000.00
Amendment #3 (FFY26-Year 3: October 1, 2025-September 30, 2026):	\$ 144,544.40
Total Revised Federal Funding	\$ 404,222.20

Initial Term (FFY 24 – Year 1) Revised Budget

FFY24 FINAL Budget for Close Out
 Gunnison County
 Substance Abuse Prevention Project
 WBS: 24nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals: \$0.00	Operating Expenses Totals: \$23,523.61
Hourly Employee Totals: \$33,637.28	Contractual Services Totals: \$47,290.00
Fringe Benefit Costs Totals: \$9,008.15	Travel Expenses Totals: \$425.05
Capital Equipment Totals: \$0.00	
Subtotal Before Indirect Costs: \$113,884.09	
Indirect Rate: 10.00%	
Indirect Cost Totals: \$11,388.41	
Budget Total: \$125,272.50	

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$37.34	40.00	\$1,493.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$17,923.20
GCSAPP Program Manager	Straight Time Rate	\$33.07	40.00	\$1,322.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$15,873.60
Unused Hourly Employee Funds						Deduction of unused Hourly Employee funds for FFY24 Closeout	(\$159.52)

Description	Fringe Costs	Months	Total	Budget Description
Prevention Program Coordinator	\$520.00	12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520
GCSAPP Program Manager	\$360.00	8.00	\$2,880.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360
Unused Fringe Benefits Funds			(\$111.85)	Deduction of unused Fringe Benefit funds for FFY24 Closeout

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	164.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	\$2,460.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$600.00	6.00	4 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$3,600.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$450.00	12.00	Office space rent	\$5,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,227.27	Survey software and materials for the GCSAPP Community Survey	\$1,227.27
Driver's Ed/GDL Materials	Cost per Unit	\$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,250.00
Unused Operating Expense Funds				Deduction of unused Operating Expense funds for FFY24 Closeout	(\$773.66)

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	2.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$500.00
Unused Contractual Services Funds				Deduction of unused Contractual Services funds for FFY24 Closeout	(\$10.00)

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$211.50	\$105.75/night x 2 nights = \$211.50	\$423.00
Mileage	1	\$0.00	.none	\$0.00
Per diem	1	\$50.00	\$50 for one person, destination tbd.	\$50.00
Unused Travel Expense Funds				Deduction of unused Travel Expense funds for FFY24 Closeout (\$47.95)

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$114,987.07	\$11,498.71
Unused Indirect Rate			Deduction of unused Indirect Rate funds for FFY24 Closeout (\$110.30)	

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FFY 25 – Year 2 Budget Summary

FFY25 Contract Renewal Budget
Gunnison County
Gunnison County Substance Abuse Prevention Project
2025nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	\$22,479.00	Operating Expenses Total:	\$15,860.00
Hourly Employee Total:	\$16,320.00	Contractual Services Total:	\$49,300.00
Fringe Benefit Costs Total:	\$11,880.00	Travel Expenses Total:	\$1,984.00

Subtotal Before Indirect Costs: \$117,823.00

Indirect Rate: 10.00%

Indirect Cost Totals: \$11,782.30

Office Rent Expense Total: \$4,800.00

Capital Equipment Total: \$0.00

Budget Total: \$134,405.30

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Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
GCSAPP Program Manager	Full-Time	\$1,873.25	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$22,479.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Programs coordinator	Straight Time Rate	\$34.00	40.00	\$1,360.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$16,320.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	\$560.00	12.00	\$6,720.00	Hourly Fringe for the Prevention Program Coordinator = \$14 hr x 40 hr/mo = \$560
GCSAPP Program Manager	\$430.00	12.00	\$5,160.00	25% of monthly fringe costs.

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Driver's Education Materials	Monthly Cost	\$200.00	10.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting, positive social norming, and events.	\$4,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	6.00	6 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$3,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1,500.00	1.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00

Operating Mileage: Mileage incurred during the normal course of business. Mileage related to overnight travel must be listed under the Travel Expense section in Budget Section 3 of 3.

Mileage rates must reflect the established State of Colorado 2WD rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total
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Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

Monthly Rent Cost	Number of Months	Budget Description
\$4,800.00	12.00	Office space rent

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Youth Advisor	10.00	10.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Milage	2	\$335.00	.67 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$670.00
Meals	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$117,823.00	\$11,782.30

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FFY 26 – Year 3 Budget Summary

FFY26 Contract Renewal Budget
Gunnison County
Gunnison County Substance Abuse Prevention Project
2026nhtsa402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Total:	\$25,260.00	Operating Expenses Total:	\$17,000.00
Hourly Employee Total:	\$17,280.00	Contractual Services Total:	\$53,800.00
Fringe Benefit Costs Total:	\$10,080.00	Travel Expenses Total:	\$1,984.00
Subtotal Before Indirect Costs: \$125,404.00			
Indirect Rate:	10.00%		
Indirect Cost Totals:	\$12,540.40		
Office Rent Expense Total:	\$6,600.00		
Capital Equipment Total:	\$0.00		
Budget Total:	\$144,544.40		

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Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
Emily Mirza	Full-Time	\$2,105.00	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$25,260.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Jordan Johnson	Straight Time Rate	\$36.00	40.00	\$1,440.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$17,280.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	\$380.00	12.00	\$4,560.00	Hourly Fringe for the Prevention Program Coordinator = \$9.50 hr x 40 hr/mo = \$380
GCSAPP Program				
Manager	\$460.00	12.00	\$5,520.00	25% of monthly fringe costs.

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Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Operating Costs	Cost per Unit	\$17,000.00	1.00	Drivers education materials, printing, marketing and social media, youth social norming events (materials, licensing fees, speaker fees, and space rentals), phone cost (1 FTE), computer cost (1 FTE), copies, community survey software, participant support costs, and conference registration.	\$17,000.00

Office Rent Expenses

Office Rent Expense - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

\$550.00		12.00		Office space rent	\$6,600.00
		Number of Months	Time Rate per Hour	Budget Description	Total
Drivers Education Facilitator Training	25.00	4.00	\$40.00	Costs to train a drivers education facilitator.	\$4,000.00
Youth Advisor	10.00	12.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners. Supports with Youth Coalition and youth events.	\$3,000.00
				Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with	

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Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00	successful graduation.	\$46,800.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Mileage and per diem (meals and lodging)	2	\$992.00	Mileage (.67 per mile x 1 RT to Gunnison to Denver @ 500 miles), meals (\$69 per diem x 3 days x 2 persons = \$414), and \$150/night x 2 people x 3 nights = \$900.	\$1,984.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$125,404.00	\$12,540.40

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

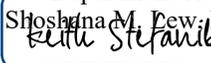
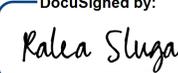
<p>SUBRECIPIENT <small>DocuSigned by:</small>  GUNNISON COUNTY</p> <p>By: _____ <small>D9072877079D4ED...</small></p> <p>Name: <u>Jonathan Houck</u></p> <p>Title: <u>Chair-Gunnison BOCC</u></p> <p>Date: <u>9/19/2023</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshina M. Lew, Executive Director</p> <p><small>DocuSigned by:</small>  By: _____ <small>63C1F827D40E4B3...</small></p> <p>Name: <u>Keith Stefanik</u></p> <p>Title: <u>Chief Engineer</u></p> <p>Date: <u>9/19/2023</u></p>
<p>2nd State or Subrecipient Signature if needed</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>N/A</p> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD <small>DocuSigned by:</small>  By: Department of Transportation <small>93DBB0F0523A40C</small></p> <p>Effective Date: <u>9/19/2023</u></p>	

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in §0, or after the Fund Expenditure End Date.

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or more, or one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §0.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in §0.

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement 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 Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in §0.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in §0.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- O. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in §0.
- R. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- S. **“NHTSA”** means National Highway Traffic Safety Administration.
- T. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- U. **“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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- V. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- W. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- X. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- Z. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- BB. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- CC. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient 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 Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §0.

v. Federal Recovery

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

C. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient 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 Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

E. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in §5.E., Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. 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 for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

G. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient 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 Federal 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.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient 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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a 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 (the "Record Retention Period"). 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 findings 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 Subrecipient 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.

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Subrecipient 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. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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. Subrecipient 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 Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient'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, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient 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 Subrecipient shall make all modifications as directed by the State. If Subrecipient 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 Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §Error! Reference source not found., shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §0.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §Error! Reference source not found. and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if

any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

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

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient 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. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient'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.

L. 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 under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, 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 this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this 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.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient 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.

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments

made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient 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 State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**Action Plan****Agency Name: Gunnison County****Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)****WBS Element: 24NHTSA402.0313 / SAM UEI: NSN9FAGKEDJ9 / CFDA: 20.600****Description**

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1.

The planned activities noted below will be similar in Years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and quantitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide. By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

FY24 Budget
 Gunnison County
 Gunnison County Substance Abuse Prevention Pilot Project
 24NHTSA402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$19,010.00
Hourly Employee Totals:	\$31,780.80	Contractual Services Totals:	\$49,300.00
Fringe Benefit Costs Totals:	\$10,560.00	Travel Expenses Totals:	\$1,609.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs:	\$112,259.80
Indirect Rate:	10.00%
Indirect Cost Totals:	\$11,225.98
Budget Total:	\$123,485.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$31.14 40.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$14,947.20
GCSAPP Program Manager	Straight Time Rate	\$35.07 40.00	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$16,833.60
Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description	
Prevention Program Coordinator	\$520.00	12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520	
GCSAPP Program Manager	\$360.00	12.00	\$4,320.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360	

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	\$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	4.00	4 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$2,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$200.00	12.00	Office space rent	\$2,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	\$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	10.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00
Mileage	2	\$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$295.00
Per diem	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total
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Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$112,259.80	\$11,225.98

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option <hr/> Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year <hr/> Current Agreement Expiration Date Month, Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term or End of Term Extension.
- B. Option to change the quantity of Goods under the Agreement.
- C. Option to change the quantity of Services under the Agreement.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

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

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract 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 Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award *does not* include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. 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 may provide written notification to Contractor 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 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

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

5. TOTAL COMPENSATION

- 5.1. Contractor 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 \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor 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 Sub awards 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 Sub awards subject to the Transparency Act; and
- 5.1.3. 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. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

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 \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number 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 regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §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 Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal 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).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal 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.

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 §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

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

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
- 9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.
- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.
- 14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit –All Non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

- 16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor’s workplace.
- 18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.
- 19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., “grassroots” lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.
- Name of the entity receiving the award;
 - Amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - A unique identifier (DUNS);
 - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received—
- (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity 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 section 6104 of the Internal Revenue Code of 1986;
- 23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
- 24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than \$5,000 that is exempt from the need for a waiver. The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Annual Report Template: An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS's HSO Annual Report.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Family, Friend, and Neighbor (FFN) Training and Su

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Statewide Parent Coalition

Term Begins: 7/1/2025

Term Ends:

Grant Contract #:

Summary:

HHS wishes to receive grant funding from CSPC for the Early Childhood Council for \$42,002.

Fiscal Impact: 42,002

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/26/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



SIGNATURE AND COVER PAGES

FAMILY, FRIEND, AND NEIGHBOR (FFN) TRAINING AND SUPPORT PROGRAM

BENEFICIARY CONTRACT (this "Contract") is made as of ("Effective Date") between **Colorado Statewide Parent Coalition**, a Colorado nonprofit corporation exempt from taxation under § 501(c)(3) of the Internal Revenue Code ("CSPC"), and Gunnison County dba Gunnison Hinsdale Early Childhood Council ("Grantee"). CSPC and Grantee are collectively referred to herein as the "Parties" and each as a "Party".

Contract Maximum Amount and Pricing/Funding

- **Total Maximum Amount:** \$ 42,002.09
- **Amount Obligated for This Subaward:** \$ 42,002.09
- **Cumulative Obligations from CSPC to Grantee:** \$ 42,002.09
- **Price Structure:** Cost Reimbursement
- **UEI/SAM Number:** NSN9FAGKEDJ9
- **Indirect Cost Rate:** 10%

Grantee shall submit a reimbursement request: at least Quarterly, no more than Monthly.

- **Fund Source:** Family, Friend, and Neighbor (FFN) Training and Support Program under the Coronavirus State and Local Fiscal Recovery (SLFRP0126) Funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 24-75-226.
All payments will be processed via ACH through CSPC's third-party payment provider after review and approval.

Contract Performance Beginning Date

7/1/2025

Contract Expiration Date

6/30/2026

CSPC Representative

Lorena Garcia, CEO Colorado Statewide Parent Coalition, Inc.

655 Aspen Ridge Drive

Lafayette, CO 80026

Email: lorena@coparentcoalition.org

Fiscal Representative

Lorena Garcia, CEO Colorado Statewide Parent Coalition, Inc.

Email: lorena@coparentcoalition.org

720-890-0123

Grantee Representative

Matthew Birnie, County Manager

Gunnison County dba Gunnison Hinsdale Early Childhood Council

220 N. Spruce Street,

Gunnison, Colorado 81230

mbirnie@gunnisoncounty.org

(970) 641-0248

GRANT DETAILS

Grant Number: FY25-200

Project Name: Gunnison County dba Gunnison Hinsdale Early Childhood Council

Amount Awarded: \$ 42,002.09

Exhibits

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Approved Budget and WorkPlan

PASS-THROUGH ENTITY Contact Information

CSPC Awarding Official Name: Lorena Garcia

Title: CEO Colorado Statewide Parent Coalition, Inc.

Email: lorena@coparentcoalition.org

Phone: 720-890-0123

SIGNATURE PAGE BEGINS ON NEXT PAGE

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

GRANTEE Gunnison County dba Gunnison Hinsdale Early Childhood Council By: _____ Date: _____	Colorado statewide Parent Coalition By: _____ Date: _____
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-- SIGNATURE AND COVER PAGES END --

Family Friend and Neighbor Training GRANT PROGRAM BENEFICIARY CONTRACT

In consideration of the terms and conditions of this Contract, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- I. **Disclosure Requirement.** Grantee must immediately disclose in writing any circumstances that may give rise to a conflict of interest, including but not limited to, financial interests, familial ties, or other relationships that could improperly influence their judgment in performing their obligations under this Contract.
- II. **Resolution of Conflicts.** If CSPC determines that a conflict of interest exists, CSPC reserves the right to take appropriate action, which may include terminating the Contract or requiring mitigating measures to address the conflict.
- III. **Term and Effective Date.** The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date ("Beginning Date") shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date ("End Date") shown on the Signature and Cover Pages unless sooner terminated in accordance with the terms of Section 19. CSPC shall have no obligation to pay Grantee for any expense incurred before the Beginning Date or after the End Date.
- IV. **Statement Of Work.** Grantee shall complete the Project as described in this Contract and in accordance with the provisions of the Exhibits attached hereto (which are collectively referred to hereunder as the "Contract"), each of which is incorporated herein by reference. CSPC and the Colorado Department of Early Childhood shall have no obligation to compensate Grantee for any services, projects, items, or otherwise that are not specifically set forth in this Contract.
- V. **Tax Status of Grantee.** Grantee shall be non-profits, community groups, and government organizations whose programming supports FFN providers.
- VI. **Payments to Grantee.**
 - A. **Limitations on Payment:**
 1. Payments to Grantee are limited to the unpaid, obligated balance of the amounts awarded as set forth on the Cover Page of this Contract (the "Grant"). CSPC shall not reimburse Grantee for any amount under this Contract that exceeds the Contract Maximum for that Term shown on the Signature and Cover Pages or for any amounts not specifically set forth in the Statement of Work.

B. Documentation Requirements:

1. The Grantee shall submit a fully executed W-9 form prior to receiving the first payment.

C. System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements:

1. **SAM:** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually.
2. **UEI:** Contractor shall provide its UEI number to its Prime Recipient and update its information in SAM at least annually.

D. Advance and Reimbursement Payments:

1. Grantee is eligible to receive an advancement of up to **16% of the Grant** upon receipt of the signed Contract and submission of ACH Authorization and supporting documentation.
2. **Subgrantees may request an advance payment of up to 16% of their total award**, provided that they submit an approved attestation plan that communicates how the advance payment will support the implementation of their project. Subgrantees who receive advance payments can begin submitting reimbursement requests only if:
 - a. They have submitted all required financial documentation and receipts to support the expenses associated with the amount of their advance payment.
 - b. They have fully spent the amount of their advance payment or have submitted an approved attestation plan to guide the spend-down of their advance payment.
3. This is a **cost-reimbursement grant**. CSPC will only provide reimbursement for expenses with proof of payment documentation. Proof of payment documentation may include payroll reports, bank statements, receipts, and other documentation demonstrating proof of payment.
4. CSPC reserves the right to decline any reimbursement request for expenditures not in alignment with the Budget.

E. Grant Fund Deposits:

3. All Grant funds must be **electronically deposited** into a bank account

in the name of the business. Payments to personal accounts are not allowed.

F. Reimbursement Requests:

3. **Frequency:** Reimbursement requests must be submitted at least **once per quarter, not to exceed once per month.**
 - a. Expense reimbursement requests made during the grant term must be submitted no later than the 15th of the month
 - b. Reimbursement requests received after the 15th of each month will be processed in the subsequent reimbursement cycle.
2. **Submission Method:** Reimbursement requests must be submitted through an **online request form**. Requests will be paid electronically through a secure online bill pay system.
3. **Final Submission Deadline:** Grant funds must be expended during the Grant Term. The final day to submit a reimbursement request for the Grant Term is July 15, 2026. Any reimbursement requests submitted after July 15, 2026 may not be reimbursable under this Contract.
4. **Receipt and Acceptance Conditions:** Following CSPC's receipt and acceptance of that request, the amount requested must be in compliance with this Contract and correctly represent work completed by Grantee and previously accepted by CSPC during the term that the request covers.
5. **Compliance of Requests:**
 - a. CSPC will review and approve requests based on alignment with this Contract and the Statement of Work. Only requests that correctly represent work completed by Grantee and previously accepted by CSPC will be processed.

G. Materials Grant Procedure:

1. **Lakeshore Learning:** For grantees who have applied for the materials grant, Grantee must provide CSPC with a **spreadsheet of FFN providers' contact information** to be uploaded to Lakeshore Learning.
2. **Reimbursement Basis:** The number of materials grants shall not

exceed the amount agreed upon in the budget.

3. **Purchases Outside Lakeshore:** If your providers prefer to purchase items outside of Lakeshore Learning, Grantee is responsible for providing **all receipts** of purchased items to CSPC. Materials grants are on a **reimbursement basis**, meaning the Grantee must have the financial resources to cover these purchases initially. Organizations must receive prior approval for materials purchased outside of Lakeshore to ensure these are allowable costs.
4. **Provider-Specific Purchasing and Recordkeeping:** Materials purchased with grant funds must be distributed directly to individual providers. You must keep individualized records of the purchases per provider and provide receipts for each provider's purchases. Bulk or lump-sum purchases of materials for multiple providers are not permitted under this grant.

H. **Use of Grant Funds/Unexpended Grant Funds:**

1. **Permissible Use:** Grantee will use the Grant funds only for the specified purposes in the Project and in accordance with the **Budget and Work Plan**.
2. **Restrictions:** Grantee will not use Grant funds for lobbying efforts, sectarian activities, and direct cash payments to any FFNs. Direct cash payments include cash disbursements, stipend payments, and gift cards.
3. **Notification Requirements:** Grantee must notify CSPC immediately in the event of:
 - b. **Inability to expend Grant funds** for the specified charitable purposes.
 - c. Any expenditure from Grant funds for any purpose *other than* the specified charitable purposes.
4. **Budget Modifications:** Expenditures of Grant funds must adhere to the specific line items in the final Budget submitted by Grantee. Changes to individual line items (increases and decreases) that are greater than 25% of that line item or greater than \$5,000 must be formally approved in advance and in writing by CSPC. All other budget modifications require informal approval from CSPC.

I. **Repayment of Unspent or Misallocated Funds:**

4. Any unspent Grant funds, or the amount of any expenditure that was not in

accordance with the specified purposes of the Statement of Work, must be repaid to CSPC within **30 days** of the notification, accompanied by a **final accounting report.** |

J. Erroneous Payments:

4. CSPC may recover, at its sole discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments, improper payments, or unexpended/excess funds received by Grantee. CSPC may recover such payments by:
 - d. **Deduction from Subsequent Payments:** Deducting the amount from subsequent payments due under this Contract.
 - e. **Offset Against Other Contracts:** Deducting from any payment due under any other contracts, grants, or agreements between CSPC and Grantee.
 - f. **Other Methods for Collecting Debts:** Using any other appropriate method to collect debts owed to CSPC.

K. Reversion of Grant Funds:

1. CSPC reserves the right to discontinue, modify, or withhold any payments to be made under this Grant contract or to require a total or partial refund of any Grant funds, if, in CSPC's sole discretion, such action is necessary:
 - g. Because Grantee has not fully complied with the terms and conditions of this Contract;
 - h. In the event Grantee loses its tax-exempt status as an organization described in section 501(c)(3) of the Code;
 - i. To protect the purpose and objectives of the Grant or any other charitable activities of CSPC;
 - j. To comply with any law or regulation applicable to Grantee or to CSPC.

L. Prevention of Duplication of Benefits:

1. **Obligation to Prevent Duplication:** Grantee shall ensure that Grant funds provided under this Agreement do not result in duplication of benefits from other funding sources, whether federal, state, or private.
2. **Certification Requirement:** Grantee certifies that it has not and will not receive multiple forms of financial support for the same expenditure or

activity covered by this Grant, unless explicitly authorized by CSPC.

- VII. **Records.** Grantee will maintain accurate accounting records related to the expenditure of the Grant funds and will keep such accounting records for at least three years after the Grant period ends. Grantee will provide promptly such additional information and documents as requested by CSPC.
- VIII. **Reports.** Grantee will submit monthly and final reports to CSPC. Grantees will be provided sufficient notice of reports and will be provided a template for reporting. All reports must be submitted online. Grantee will also provide any other information reasonably requested by CSPC, which may include participation in interviews and/or focus group discussions. Grantee will keep copies of reports submitted to CSPC for at least three years after the Grant period ends. Grantee shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Grantee's industry.
- IX. **Publicity.** CSPC encourages Grantee to publicize information concerning the Grant in newsletters, annual reports, and other relevant publications; however, Grantee must first obtain CSPC approval of the text of any such proposed publication prior to distribution. CSPC may include information regarding this Grant in any written materials produced by CSPC, including on the CSPC website. Publications or audiovisual media must include the following disclaimer: *"This [publication or project] was made possible by time-limited federal stimulus funding awarded to Colorado. Its contents are solely the responsibility of the authors and do not necessarily represent the official view of Colorado Statewide Parent Coalition or Colorado Department of Early Childhood."*
- X. **Copyrights.** Any written documents reporting the results of, or produced by the expenditure of, the Grant funds may be copyrighted by Grantee, or by the author thereof, in accordance with the policies of Grantee; however, CSPC reserves a royalty-free license to use such documents.
- XI. **Compliance With Applicable Federal, State and Local Laws.** Grantee and its subcontractors, employees, agents, members, officers, directors, and volunteers shall perform all services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed whether or not specifically referenced herein. Additionally, if additional conditions are lawfully imposed by the federal, state, or local law, executive order, rules and regulations, or other written policy, Grantee will comply with all such additional conditions upon notice from CSPC identifying said terms and conditions with reasonable particularity. If Grantee is unable or unwilling to accept any such conditions concerning the administration of this Contract, CSPC may withhold payment to Grantee of any unearned funds. If CSPC withholds payment for this reason, CSPC shall advise

Grantee and specify the actions that must be taken as a condition precedent to the resumption of payments.

L. No Political Activities [\[AF5\]](#).

1. In performing this contract and in recognition of CSPCs' status as a § 501(c)(3) organization, Grantee will not use any portion of the funds to:
 - k. carry on propaganda, or otherwise attempt to influence legislation, or
 - l. 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.
2. Grantee agrees that if Grantee has failed to adequately adhere to CSPCs' prohibition against such activities, CSPC may terminate this contract as set forth below.

XII. Grant Oversight and Inspections. CSPC may, at its own expense and upon reasonable notice, monitor and conduct an evaluation of the operations, programs, or projects funded by the Grant, which may include site visits by its representatives and discussions with Grantee's personnel, for at least three years after Grantee's completion of use of such Grant funds. Grantee shall cooperate with such monitoring and evaluations by CSPC.

XIII. Confidentiality.

- A. Grantee acknowledges that in the performance of this Agreement, Grantee may have access to information that is private or confidential to CSPC or the clients, children, and FFNs it serves. Grantee agrees not to disclose any such information (the "Confidential Information") to any third party without the specific written authorization of CSPC, regardless of the form or format in which, or means by which, Grantee becomes aware of such information.
- B. For the purposes of this Agreement, Confidential Information shall not include information that is in the public domain unrelated to actions by Grantee or information that Grantee has obtained in good faith from legal sources other than CSPC. Grantee agrees to take whatever measures are reasonably necessary to ensure that the employees, independent Beneficiaries, and agents of Grantee are personally bound to maintain the Confidential Information in the same manner as Grantee.

XIV. Termination.

- A. **Termination by Either Party:**

Either party may terminate this Agreement upon **5 days' prior written notice**.

B. Termination by CSPC Due to Breach:

If Grantee is in breach of any of the provisions of this Agreement, CSPC may terminate this Agreement immediately by giving written notice to Grantee. In addition to its other remedies, CSPC may cease further payments under this Agreement.

C. Termination to Protect CSPC's Status:

CSPC may 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. Termination Due to Funding Issues (Available Funds-Contingency-Termination):

2. **Federal Funds Contingency:** Federal funds constitute all or some of the Grant funds. CSPC's obligation to pay Grantee shall be contingent upon such funding continuing to be made available for payment. Payments made pursuant to this Contract shall be made only from the applicable federal award ("Contract Fund"), and CSPC's liability for such payments shall be limited to the amount remaining of such Contract Funds.

3. **Termination Due to Unavailability of Funds:** If State, Federal, or other funds are not appropriated or otherwise become unavailable to fund this Contract, CSPC may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. CSPC shall, however, remain obligated to reimburse Grantee for expenses actually incurred prior to the effective date of the notice of termination.

E. Termination Due to Insolvency:

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

F. Duties upon Termination:

2. If Grantee's services are terminated, postponed, or revised for any reason, Grantee shall be paid for the portion of the work completed up to the date of notice of such action. Upon termination, Grantee must return any portion of the Grant advanced to Grantee that remains unspent or for which work has not been completed at the time of termination of this Agreement.

3. Grantee agrees, to the extent it possesses any files, data, or information relating in any way to CSPC or its business on any personal computer,

device, or account, that it will return these items to CSPC and subsequently delete them (retaining no copies in any form). Grantee shall also return all other CSPC property in any form prior to the last date of performing services under this Agreement.

XV. Representations and Warranties.

- A. *Compliance With Laws*: Grantee represents and warrants that it shall perform all obligations under this Agreement in a professional, diligent, and competent manner, in strict accordance with all applicable federal, state, and local laws, regulations, and guidelines. This includes, but is not limited to, compliance with all labor, employment, environmental, and safety laws relevant to the Project.
- B. *Contractual Compliance*: Grantee represents and warrants that it shall comply with all terms and conditions of this Agreement, including all attached Exhibits, and exercise full and responsible control over the Grant funds. Grant funds will be utilized only for the intended purposes specified in this Agreement, and Grantee shall ensure that all expenditures are in accordance with the approved Budget and Work Plan.
- C. *Authority*: Grantee represents and warrants that it possesses the full power, authority, and legal right to execute and perform this Agreement. This Agreement is a legal, valid, and binding obligation of the Grantee, enforceable against Grantee in accordance with its terms. Grantee further represents that the execution of this Agreement will not violate any other agreement to which Grantee is a party, nor will it violate any organizational policies or laws applicable to Grantee.

XVI. Nondiscrimination.

- A. *General Requirement*: Grantee shall not discriminate against any individual in connection with the activities under this Agreement on the basis of race, color, national origin, age, sex, gender identity, sexual orientation, religion, disability, veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local law.
- B. *Disability Accommodation*: Grantee shall ensure that qualified individuals with disabilities are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the performance of this Agreement. This includes providing reasonable accommodations in compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
- C. *Compliance with Laws*: Grantee shall comply with all applicable anti-discrimination laws, including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and

any state or local anti-discrimination laws and regulations.

XVII. **No Waiver of Government Immunity.** If Grantee is a governmental unit, nothing in this Agreement shall be construed as a waiver, in whole or in part, of any rights, protections, immunities, or defenses provided to Grantee under the **Colorado Governmental Immunity Act** (C.R.S. § 24-10-101 et seq.) or any other applicable federal, state, or local law. This Agreement does not, in any way, limit the governmental protections afforded to Grantee by law, nor shall it be deemed to create any rights in third parties against Grantee that would otherwise be protected by such governmental immunity.

XVIII. **Miscellaneous.**

- A. *Entire Agreement:* This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations, and communications, whether written or oral, regarding this subject matter. Grantee expressly acknowledges that no representations, warranties, promises, or agreements, other than those expressly set forth herein, have been made by CSPC regarding any future agreements or engagements between the Parties.
- B. *Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including all applicable rules and regulations. Any provisions of this Agreement that conflict with said laws, rules, or regulations shall be deemed null and void. All actions or proceedings arising from or relating to this Agreement shall be filed and conducted exclusively in the courts of the City and County of Denver, Colorado.
- C. *Amendment:* This Agreement may be amended only by a written document signed by authorized representatives of both Parties.
- D. *No Assignment:* Grantee's rights and obligations under this Agreement are personal and may not be assigned or transferred, whether voluntarily or by operation of law, to any other person, firm, or entity without prior written consent from CSPC. Any attempted assignment or transfer in violation of this provision shall be null and void.
- E. *Notices:* All notices required or permitted under this Agreement must be in writing and shall be deemed effective upon receipt by the intended recipient at the addresses listed below or such other addresses as either Party may specify by prior written notice.

To CSPC:

Lorena Garcia

CEO Colorado Statewide Parent Coalition, Inc.

Email: lorena@coparentcoalition.org

720-890-0123

To Grantee:

Matthew Birnie, County Manager

Gunnison County dba Gunnison Hinsdale Early Childhood Council

mbirnie@gunnisoncounty.org

(970) 641-0248

- F. *Waiver*: No waiver of any provision of this Agreement by either Party shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver. A waiver shall be effective only if made in writing and signed by the Party granting the waiver.
- G. *Severability*: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such holding shall not affect the enforceability of the remaining provisions. Any such illegal, invalid, or unenforceable provision shall be modified to the extent necessary to give effect to the original intent of the Parties, to the fullest extent permitted by law.
- H. *No Partnership, Agency, or Third Party Beneficiaries*: Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between CSPC and Grantee. This Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights for third parties not explicitly named herein.
- I. *Survival of Terms*: Any provisions of this Agreement that, by their nature, must survive the termination or expiration of this Agreement to be effective, including provisions requiring repayment of Grant funds, shall survive termination in full force and effect.
- J. *Counterparts and Digital Signatures*: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Digital signatures, as well as signatures transmitted via PDF or an approved electronic signing service (such as Zoho Sign), shall be deemed originals for the purpose of this Agreement.

[exhibits to follow]

EXHIBIT A

Click here to view [Approved Budget and WorkPlan.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Amendment #2; CTGG1 QAAA 2025-2669

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Community Based Child Abuse Prevention Grant Contract - Health and Human Services

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025

STATE OF COLORADO GRANT AGREEMENT MODIFICATION

GRANT AGREEMENT AMENDMENT #2

<p>State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246</p>	<p>Current Agreement Maximum Amount Initial Term Federal Fiscal Year 2025 CTGG1 QAAA 2025-2669</p>
<p>Grantee Gunnison County 220 N. Spruce Street Gunnison, CO 81230</p>	<p>Extension Terms Federal Fiscal Year 2026 CTGG1 QAAA 2026-TBD</p>
<p>Original Agreement Number CTGG1 QAAA 2025-2669</p>	<p>Total for All State Fiscal Years \$150,000.00</p>
<p>Amendment Agreement Number CTGG1 QAAA 2026-TBD</p>	
<p>Agreement Performance Beginning Date October 1, 2024</p>	
<p>Current Agreement Expiration Date September 30, 2026</p>	

Signature Page Begins on Next Page
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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.

GRANTEE
Gunnison County

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

By: Matthew Birnie, County Manager

By: Mary Alice Cohen, Chief Program Officer, Office of
Program Delivery

Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____, Acting CDEC Controller

Amendment Effective Date: _____

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

1. PARTIES

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

2. TERMINOLOGY

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

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 Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

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

4. PURPOSE

Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care.

This amendment extends the Agreement Expiration Date, increases funds for Federal Fiscal Year 26 (FFY26) replaces Exhibit A, B, C, E and adds Exhibit G.

5. MODIFICATIONS

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

A. **Extend the Agreement Expiration Date from September 30, 2025 to September 30, 2026**

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

B. Increase the Agreement Amount for FFY26 by \$75,000 and Increase the Maximum Amount for All Federal Fiscal Years from \$75,000.00 to \$150,000.00.

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

C. Exhibit A – Statement of Work

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

D. Exhibit B – Budget

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

E. Exhibit C – Additional Provisions

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

F. Exhibit E – Supplemental Provisions for Federal Awards

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

G. Exhibit G - Grant Federal Provisions

Exhibit G – Amendment #2, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

Statement of Work Gunnison County Community Based Child Abuse Prevention

CDEC PROGRAM CONTRACT MANAGER

- Katelyn Lammie, katelyn.lammie@state.co.us

ABBREVIATIONS

- CDEC - Colorado Department of Early Childhood
- CMP - Child Maltreatment Prevention
- DHHS - Department of Health and Human Services
- FCCH - Family Childcare Home
- FFN - Family Friend and Neighbor
- PAT - Parents as Teachers
- SOW - Statement of Work

GLOSSARY

- Parents as Teachers - evidence-based model providing in-home parenting support and education
- Family, Friend, and Neighbor - unlicensed childcare providers such as relatives or neighbors

INTRODUCTION/BACKGROUND

- The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January 2024, our organization completed a Child Maltreatment Prevention (CMP) plan in partnership with various family-serving organizations. The work outlined below was created to address strategies relating to parenting education and the expansion of childcare options in our community.

SCOPE OF WORK

- DHHS worked closely with the community to create the Gunnison County CMP plan and will lead the work outlined below. We plan to continue to regularly engage key community partners in CMP leadership team meetings. DHHS plans to offer various parenting education programs and work closely with community partners to expand access to affordable childcare options, with an emphasis on summer childcare.

PERIOD OF PERFORMANCE

October 1, 2025 - September 30, 2026

WHERE SERVICES WILL BE PERFORMED

Gunnison County, Colorado

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	The Gunnison County DHHS will regularly convene community partners to update and address the issues identified in Gunnison County's CMP plan.				
Key Activity A1: Hold quarterly CMP leadership team meetings.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category

A1-1: Plan and hold at least 4 CMP leadership team meetings per year.	October 1, 2025 - September 30, 2026	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Supplies and Operating
A1-2: Include early childhood service providers, parents, and community partners in CMP leadership meetings and functions	October 1, 2025 - September 30, 2026	Early childhood service providers, parents, and community partners will be invited and attend child maltreatment prevention leadership team meetings.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity B1: Ongoing CMP Planning and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B1-1: Review, update, and approve CMP plan annually to best respond to local needs and conditions.	October 1, 2025 - September 30, 2026	Community-wide CMP plan is updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

B1-2: Track and report annual accountability measurements defined in the CMP plan	October 1, 2025 - September 30, 2026	Progress on identified activities in the CMP plan	As defined by short and long-term indicators in the CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
B1-3: Complete data entry and annual reporting requirements as required by CDEC	October 1, 2025 - September 30, 2026	Data entry and annual reporting, and evaluation are submitted according to the communicated timeline	Information and reporting submitted as defined by the programmatic instruction provided by CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Outcome statement #2:	Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children's school readiness and success.
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Key Activity A2: Provide Parents as Teachers (PAT), an evidence-based home visiting model providing comprehensive parenting education to additional families

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A2-1: Provide PAT to additional families in the community	October 1, 2025 - September 30, 2026	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel

A2-2: Ensure families enrolled in the PAT program are connected to other community resources and supports.	October 1, 2025 - September 30, 2026	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity B2: Offer parenting courses that best respond to local needs and conditions to parents of children ages 0-14 in Gunnison County.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B2-1: Work with key stakeholders to identify a parenting course that best responds to local needs and conditions and ensure that facilitators are trained to administer the course to fidelity.	October 1, 2025 - September 30, 2026	Parenting course is selected, and staff is trained to offer course to fidelity.	Course selected and necessary training completed.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
B2-2: Create marketing materials for selected parenting course.	October 1, 2025 - September 30, 2026	Marketing materials to promote selected parenting course will be created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

B2-3: Two parenting courses will be offered in the community	October 1, 2025 - September 30, 2026	Two parenting course series will be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents will complete each course. Parents will complete course evaluation form at the end.	Clinical Nurse Manager Course facilitators	Personnel Contractors/Consultants
Key Activity C2: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C2-1: Hold planning meetings to organize community parenting workshops	October 1, 2025 - September 30, 2026	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
C2-2: Create marketing materials and advertise parenting workshops	October 1, 2025 - September 30, 2026	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

C2-3: Offer 8 parenting workshops throughout the school year	October 1, 2025 - September 30, 2026	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
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Outcome Statement #3:	Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.
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Key Activity A3: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A3-1: Organize summer childcare planning meeting with community partners.	October 1, 2025 - September 30, 2026	Organize summer childcare planning meetings with community partners that are currently offering and/or interested in offering summer childcare. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer childcare planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel

A3-2: Develop a community calendar for summer childcare options	October 1, 2025 - September 30, 2026	A community calendar is created in partnership with community partners that offer summer childcare to help parents better understand options available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
A3-3: Provide tuition support to community partners offering summer childcare.	October 1, 2025 - September 30, 2026	Develop a plan for how tuition support funding can be utilized by summer childcare programs Create a simple application for families to complete to apply for tuition support.	Summer childcare tuition support application is created	Early Childhood Services Supervisor Community Partners	Personnel

Outcome Statement #4:	Families with children ages 0-5 will have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.
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Key Activity A4: Provide technical assistance and support to current and potential Family Childcare Home (FCCH) Providers.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category

A4-1: Regularly connect current and potential FCCH providers to supports, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2025 - September 30, 2026	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
A4-2: Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2025 - September 30, 2026	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity B4: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B4-1: Outreach to FFN providers	October 1, 2025 - September 30, 2026	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

B4-2: Create marketing materials for FFN and FCCH resources	October 1, 2025 - September 30, 2026	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
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SCHEDULE/MILESTONES

- Gunnison County DHHS will hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30, 2026.
- Gunnison County DHHS will serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS will offer at least 2 Parenting Courses by September 30, 2026.
- Gunnison County DHHS will offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County will increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS will provide outreach, education and support services to increase the number of licensed home providers, supporting at least 3 providers through the family childcare home licensing process by September 30, 2026.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC), Community-Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM



Contractor Name	Gunnison County
Budget Period	October 1, 2025 - September 30, 2026
Project Name	Community Based Child Abuse Prevention
Program Contact Name, Title	Lana Athey, Early Childhood Services Supervisor
Phone	970.641.3244
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise, Senior Accountant
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Abbreviations	Definition
CDEC	Colorado Department of Early Childhood
FFY	Federal Fiscal Year
MTDC	Modified Total Direct Costs
Pto	Paid Time Off

Please spell out any abbreviations on first use throughout the Budget.
Hide any unneeded line descriptions excluding headers and totals

Expenditure Categories						FFY 2026
Personnel Services - Salaried Employees						Total Amount Requested from CDEC
Position Title	Description of Work	Fringe Benefits	Gross or Annual Salary	Fringe Costs	Percent of Time on Project	Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work including Parents as Teachers and Love and Logic. Supervision of parent facilitators, responsible for regular convening of community	Health Insurance, Retirement, Pto, etc.	\$98,440.00	\$22,620.00	10.00000%	\$12,106.00
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work. Supervision of resource navigator positions, responsible for regular convening of stakeholder, and support with grant reporting and spending	Health Insurance, Retirement, Pto, etc.	\$85,162.00	\$33,694.00	10.00034%	\$11,886.00
Early Childhood Resouce Navigator	Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. Outreach to afterschool and summer child care programs to better coordinate services to support families.	Health Insurance, Retirement, Pto, etc.	\$61,526.00	\$8,840.00	10.00057%	\$7,037.00
Health Navigator Bilingual	Provides interpretation and translation support to clients. Regular attendance at child maltreatment prevention leadership team meetings.	Health Insurance, Retirement, Pto, etc.	\$64,001.00	\$5,000.00	9.99986%	\$6,900.00
Parenting Education Series Facilitator	Facilitates the Parents As Teachers program	Health Insurance, Retirement, Pto, etc.	\$60,406.00	\$5,000.00	25.00076%	\$16,352.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly Parent Workshop facilitators	Health Insurance, Retirement, Pto, etc.	\$60,406.00	\$5,000.00	2.60068%	\$1,701.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly Parent Workshop facilitators	Health Insurance, Retirement, Pto, etc.	\$60,406.00	\$5,000.00	2.60068%	\$1,701.00
Parenting Education Series Facilitator	Bilingual Parenting Education Series and Monthly Parent Workshop facilitators	Health Insurance, Retirement, Pto, etc.	\$60,406.00	\$5,000.00	1.84998%	\$1,210.00
Total Personnel Services						\$58,893.00
Contractors/Consultants (payments to third parties or entities)						FFY 2026
Name	Description of Item			Total Amount Requested from CDEC	Not Allowed in Modified Total Direct Costs (MTDC) calculation	Allowable in Modified Total Direct Costs (MTDC) calculation
Parenting Support Facilitator - Parenting Education Series and Parenting workshops	Bilingual Parenting Education Series and Monthly Parent Workshop facilitators			\$2,002.00	\$0.00	\$2,002.00
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.			\$9,000.00	\$0.00	\$9,000.00
Total Contractors / Consultants				\$11,002.00	\$0.00	\$11,002.00
Travel						FFY 2026
Item	Description of Item					Total Amount Requested from CDEC
Travel	Mileage at County Reimbursable rate, Lodging , per diem for professional development					\$250.00
Total Travel						\$250.00
Supplies & Operating Expenses						FFY 2026
Item	Description of Item					Total Amount Requested from CDEC
Computer	Computer equipment for staff					\$1,655.00
Office/Meeting Supplies	Supplies for meetings, workshops, classes, and general items for staff					\$200.00
Subtotal Supplies & Operating Expenses						\$1,855.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)						Total Amount Excluded from MTDC
Item	Description of Item					Total Amount Excluded from MTDC
Crisis and Respite Care Emergency funding	Costs to support emergency childcare for families					\$3,000.00
Subtotal Items removed from MTDC						\$3,000.00
Total Supplies & Operating Expenses						\$4,855.00
TOTAL DIRECT COSTS						\$75,000.00

Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM



MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance - 2 Code of Federal Regulations 200.1 (2 CFR 200.1) "Modified Total Direct Cost (MTDC)" - means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.			MODIFIED TOTAL DIRECT COSTS (MTDC)	\$72,000.00
Indirect Costs [not to exceed 15% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				FFY 2026
Item	Description of Item	% Rate	Total Amount Requested from CDEC	
Indirect Rate:	De minimis Rate	0.00%	\$0.00	
Total Indirect Costs			\$0.00	
TOTAL			\$75,000.00	



Additional Provisions

1. SERVICE PROVISIONS

- A. The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as EXHIBIT A. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

- A. The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (EXHIBIT A) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

- A. The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

- A. In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (EXHIBIT B), of this contract.
- B. The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
 - i. Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
 - ii. Link to [Vendor Invoice Guidance](#)
 - a) Under this Contract, the Vendor shall submit their invoices by selecting CBCAP - Community Based Child Abuse Prevention.
 - iii. For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv. For invoice issues, including but not limited to questions about which program to select or program manager emails to enter, please contact CDEC_Invoicing@state.co.us.
- C. Payment shall be made on a cost reimbursement basis for services rendered.



- D. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- E. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY COLORADO DEPARTMENT OF EARLY CHILDHOOD (CDEC). If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- F. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.

Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.
- G. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- H. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- I. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay. Additionally, the state shall have the ability to issue this option letter for a reduction, allowing the vendor to submit a revised budget for CDEC approval that aligns with the reduction within 30 days.

5. PARTICIPATION

- A. The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

- A. Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES



- A. Contractor may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.
- B. Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.
- C. **OPTION LETTER**
 - i. Option Letter to modify existing State Contract as listed in the executed Contract as follows:
 - a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Contractor in a form substantially equivalent to the Sample Option Letter F attached to this Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.
 - b) The Option Letter shall not be allowed for changes in the Statement of Work.

8. TRAVEL

- A. Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.



- C. Per Diem shall not exceed Federal General Services Administration (GSA) per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D. Hotel rates cannot exceed any rate established for conference attendance.
- E. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

- A. Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

- A. Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GIFT CARDS

- A. To comply with CDEC policy and federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see Code of Federal Regulations (CFR) citations 45CFR75.406 and 45CFR75.302.A for more information.

13. SAM.GOV REQUIREMENT

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) §



376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.

- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

14. ACCESSIBILITY REQUIREMENTS.

- A. All work performed must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

15. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor/Grantee shall comply with the Federal Acquisition Regulation (FAR) regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.



EXHIBIT E - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Gunnison County;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9;**
- iii. The Federal Award Identification Number (FAIN) is **2203COBCAP;**
- iv. The Federal award date is **09/13/2024;**
- v. The subaward period of performance start date is **10/01/2025 and end date is 09/30/2026;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY26	\$75,000	\$75,000	\$75,000

- vii. Federal award project description: **Community-Based Child Abuse Prevention Grants;**
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Floyd Cobb; Division of**
 - ix. **Community and Family Support Director; Floyd.Cobb@state.co.us;**
 - x. **Community and Family Support Director; Floyd.Cobb@state.co.us;**
 - xi. The Catalog of Federal Domestic Assistance (CFDA) number is **93.590,** name is **Community-Based Child Abuse Prevention Grants,** and dollar amount is **\$1,473,846.00;**
 - xii. This award is **not** for research & development;
 - xiii. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions and Exhibit A – the Statement of Work.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the **General Provisions and Exhibit A – the Statement of Work, Exhibit C- Additional Provisions.**
- 4) Subrecipient’s approved indirect cost rate is **CDEC negotiated rate of 0%.**

- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.
- 7) **Matching Funds**

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in **Not applicable**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
 - 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
 - 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;

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

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT END

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.
 - 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 <http://www.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).
- 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. 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 <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

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 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 SAM. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient 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.
9. **Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. Procurement Standards.**
 - 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

Exhibit G - Amendment #2

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.



STATE OF COLORADO GRANT AGREEMENT MODIFICATION

GRANT AGREEMENT AMENDMENT #1

State Agency

Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Current Agreement Maximum Amount

Initial Term
Federal Fiscal Year 2025 \$75,000
CTGG1 QAAA 2025-2669

Grantee

Gunnison County
220 N. Spruce Street
Gunnison, CO 81230

Extension Terms
None

Total for All State Fiscal Years \$75,000

Original Agreement Number

CTGG1 QAAA 2025-2669

Amendment Agreement Number

CTGG1 QAAA 2025-2669 A1

Agreement Performance Beginning Date

October 1, 2024

Current Agreement Expiration Date

September 30, 2025

Signature Page Begins on Next Page
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COLORADO
Department of Early Childhood

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.

GRANTEE
Gunnison County

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

Signed by:
Matthew Birnie
BF57D9FBAE8C463...
By: Matthew Birnie, County Manager

DocuSigned by:
Mary Alice Cohen
0FF5EBE8CC0D465...
By: Mary Alice Cohen, Chief Program Officer, Office of Program Delivery

Date: 2/26/2025

Date: 2/27/2025

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Laura Curnow
1BACFE9336394E2...
By: Laura Curnow, CDEC Controller

Amendment Effective Date: 2/27/2025

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



1. PARTIES

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

2. TERMINOLOGY

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

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 Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

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

4. PURPOSE

Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care. This Amendment #1 shall amend Exhibits A, B, and C. There is no change to the total amount of funds for services in Federal Fiscal Year (FFY)25.

5. MODIFICATIONS

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

A. Exhibit A – Statement of Work

Exhibit A – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit A of the Original Agreement.

B. Exhibit B, Budget

Exhibit B – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit B of the Original Agreement.

C. Exhibit C, Additional Provisions

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Agreement.



6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



**Statement of Work
Gunnison County Health and Human Services
Community Based Child Abuse Prevention
(CBCAP)
CBCAP Implementation**

CDEC Program Contract Manager

- Katelyn Lammie - Katelyn.Lammie@state.co.us

Abbreviations

- CDEC - Colorado Department of Early Childhood
- SOW - Statement of Work
- FCCH - Family Childcare Home Providers
- FFN - Family, Friend and Neighbor

Introduction/Background

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024 our organization completed a Child Maltreatment Prevention plan in partnership with various family serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and expansion of child care options in our community.



Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined in the included work plan. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. In this work we plan to continue to engage key community partners on a regular basis in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs through the community-based child abuse prevention funding as well as work closely with community partners to expanded access to affordable child care options with an emphasis on summer child care.

Period of Performance

October 1, 2024 - September 30, 2025

Where Services Shall Be Performed

Colorado



Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	<p>The Gunnison County Health and Human Services Department shall regularly convene community partners to address the issues identified in Gunnison County’s child maltreatment prevention plan.</p> <p>Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children’s school readiness and success.</p> <p>Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.</p> <p>Families with children ages 0-5 shall have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.</p>				
Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2024 – September 30, 2025	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2024 – September 30, 2025	Early childhood service providers, parents, and community partners shall be invited and attend child maltreatment prevention leadership team meetings.	Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel



Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicators in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Data entry and annual reporting and evaluation are submitted according to the communicated timeline	As defined by programmatic instruction provided by CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Parenting courses that best respond to local needs and conditions to parents of children ages 0-14 in Gunnison County.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Work with key stakeholders to identify a parenting course that best responds to local needs and conditions and ensure that facilitators are trained to administer the course to fidelity.	October 1, 2024 – September 30, 2025	Parenting course is selected and staff is trained to offer course to fidelity.	Course selected and necessary training completed.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel



Exhibit A – Amendment #1

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Marketing Materials for selected parenting course.	October 1, 2024 – September 30, 2025	Marketing materials to promote selected parenting course shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two parenting courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents Course facilitators	Personnel Contractors/Consultants
Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel



Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Organize summer childcare planning meeting with community partners.	Upon execution – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	Upon execution – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

SCHEDULE/MILESTONES

- Gunnison County DHHS shall hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30,2025
- Gunnison County DHHS shall serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS shall offer at least 2 Parenting Courses by September 30,2025.
- Gunnison County DHHS shall offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County shall increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS shall provide outreach, education and support services to increase the number of licensed home providers. Supporting at least 3 individuals through the family child care home licensing process by September 30,2025.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC), Community-Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County	Program Contact Name, Title	Lana Athey- Early Childhood Services Supervisor
Budget Period	October 1, 2024 - September 30, 2025	Phone	970-642-4667
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation	Email	lathey@gunnisoncounty.org
		Fiscal Contact Name, Title	Jody Wise - Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Percent of Time on Project	FFY 2025 Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work including Parents as Teachers and Love and Logic. Supervision of parent facilitators, responsible for regular convening of community stakeholder, support with grant reporting and spending.	\$ 98,440.00	\$ 22,620.00	10.00%	\$ 12,106.00
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work. Supervision of resource navigator positions, responsible for regular convening of stakeholder, and support with grant reporting and spending	\$ 85,162.00	\$ 33,694.00	10.00%	\$ 11,886.00
Early Childhood Resource Navigator	Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. Outreach to afterschool and summer child care programs to better coordinate services to support families.	\$ 61,526.00	\$ 8,840.00	10.00%	\$ 7,037.00
Health Navigator Bilingual	Provides interpretation and translation support to clients. Regular attendance at child maltreatment prevention leadership team meetings.	\$ 64,001.00	\$ 5,000.00	10.00%	\$ 6,900.00
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	\$ 60,406.00	\$ 5,000.00	25.00%	\$ 16,352.00
Parenting Education Series Facilitator #1	English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00
Parenting Education Series Facilitator #2	English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00
Parenting Education Series Facilitator #3	Bilingual Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$ 60,406.00	\$ 5,000.00	1.85%	\$ 1,210.00
Total Personnel Services (including fringe benefits)					\$ 58,893

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	FFY 2025 unallowable in MTDC
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	1 Bilingual Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$2,002	\$2,002	\$0
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	\$9,000	\$9,000	\$0
Total Contractors/Consultants		\$11,002	\$11,002	\$0

Travel

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
Travel	Mileage @ County Reimbursable rate, Lodging , per diem	\$250
Total Travel		\$250

Supplies & Operating Expenses

Item	Description of Item	FFY 2025 Total Amount Requested from CDEC
Office/Meeting Supplies	Supplies for offices and meeting	\$200
Computer	.55 of 1 computer @ \$3,000	\$1,655
Subtotal		\$1,855

Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)

Crisis and Respite Care Emergency funding	costs to support emergency childcare 6 families x 1 months of support x \$500	\$3,000
Subtotal Items removed from MTDC		\$3,000
Total Supplies & Operating Expenses		\$4,855

Training and Technical Assistance		FFY 2025
Item	Description of Item	Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC.	\$0
Total Training and Technical Assistance		\$0
TOTAL DIRECT COSTS		\$75,000
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$72,000
Indirect Costs		FFY 2025
Item	Description of Item	Total Amount Requested from CDEC
Indirect Costs	No costs in this category shall be reimbursed by CDEC.	\$0
Total Indirect		\$0
TOTAL		\$75,000

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
- i.** Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
 - ii.** Link to [Vendor Invoice Guidance](#)
 - iii.** For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv.** For invoice issues, please contact CDEC_Invoicing@state.co.us.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall



Exhibit C – Amendment #1

review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.
- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within



Exhibit C – Amendment #1

the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.



COLORADO
Department of Early Childhood

Exhibit C – Amendment #1

12. GIFT CARDS

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>GRANTEE Gunnison County</p> <hr/> <p>By: Matthew Birnie, County Manager</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <hr/> <p>By: Jeanni Stefanik, Chief Financial Officer</p> <p>Date: _____</p>
<p>2nd State or Grantee Signature if Needed</p> <hr/> <p>By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Laura Curnow, CDEC Controller</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Except as stated in §2.C, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §13, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the

public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

E. Grantee's Termination Under Federal Requirements

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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Department of Health and Human Services Administration for Children and Families is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“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.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars

A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. **Federal Recovery**

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

C. **Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, 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 the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for

any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee’s failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Agreement show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Agreement.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

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 Federal 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.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then 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. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy

for all CJJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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 Grant, 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.

D. 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. 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.

E. 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for

the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the

Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level

AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.



Statement of Work (SOW)
Community Based Child Abuse Prevention
(CBCAP)
Gunnison County Health and Human Services

CDEC Program Manager – Katelyn Lammie – Katelyn.Lammie@state.co.us

Introduction/Background

The Colorado Department of Early Childhood (CDEC) ensures the delivery of a comprehensive, community-informed, data-driven, high-quality, and equitable early childhood system that supports the care, education, and well-being of all of Colorado’s young children, their families, and early childhood professionals in all settings.

Local plan development and implementation is supported by Community-Based Child Abuse Prevention funding established by Title II of the Child Abuse Prevention and Treatment Act (CAPTA), most recently reauthorized in 2010. The purpose of the CBCAP funding is:

- To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect and to support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and,
- To foster understanding, appreciation, and knowledge of diverse populations to effectively prevent and treat child abuse and neglect.

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024, our organization completed a Child Maltreatment Prevention plan in partnership with various family-serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and the expansion of childcare options in our community.

Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. We plan to continue to engage key community partners regularly in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs and work closely with community partners to expand access to affordable childcare options, emphasizing summer child care.



Period of Performance

October 1, 2024 – September 30, 2025

Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	<p>The Gunnison County Health and Human Services Department shall regularly convene community partners to address the issues identified in Gunnison County’s child maltreatment prevention plan.</p> <p>Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children’s school readiness and success.</p> <p>Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.</p> <p>Families with children ages 0-5 shall have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.</p>				
Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2024 – September 30, 2025	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2024 – September 30, 2025	Early childhood service providers, parents, and community partners shall be invited and attend child maltreatment prevention leadership team meetings.	Meeting notes and attendance records. Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel



Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicators in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide Parents as Teachers (PAT), an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Love and Logic courses to parents of children ages 0-8 in Gunnison County.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Marketing Materials and Advertise for Love and Logic Courses	October 1, 2024 – September 30, 2025	Marketing materials to promote Love and Logic courses shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two Love and Logic courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents as Teachers facilitator	Personnel Contractors/Consultants



Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Organize summer childcare planning meeting with community partners.	October 1, 2024 – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	October 1, 2024 – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel



Key Activity I: Shall monitor performance on deliverables and engage in continuous quality improvement					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Comply with CDEC data reporting requirements	Compliance with data entry and reporting requirements	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend all regularly scheduled meetings with CDEC	October 1, 2024- September 30, 2025	Participation at regularly scheduled meetings	Attendance	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend the Colorado Family and Communities Biennial Conference and Biennial Program Meeting	Yearly	Attendance and active participation at biennial professional development opportunities	Internal tracking of attendance. Submitted to CDEC upon request	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel/ Operating
Invoices	Monthly	Invoices submitted monthly to CDEC	Shall submit invoices as outlined in the contract	Finance	Personnel/Operating

Schedule/Milestones

- Gunnison County DHHS shall hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30, 2025
- Gunnison County DHHS shall serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS shall offer at least 2 Love and Logic Sessions by September 30, 2025.
- Gunnison County DHHS shall offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County shall increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS shall provide outreach, education and support services to increase the number of licensed home providers. Support at least 3 individuals through the family child care home licensing process by September 30, 2025.

Acceptance Criteria

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Community-Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



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

Contractor Name	Gunnison County
Budget Period	October 1, 2024 - September 30, 2025
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation RFA

Program Contact Name, Title Phone Email	Lana Athey- Early Childhood Services Supervisor 970-642-4667 lathey@gunnisoncounty.org
Fiscal Contact Name, Title Phone Email	Jody Wise - Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					FFY 2025
Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work	\$98,440	\$22,620	10.00%	\$12,106
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work.	\$85,162	\$33,694	10.00%	\$11,886
Early Childhood Resource Navigator	Provides support to family child care homes as well as	\$61,526	\$8,840	10.00%	\$7,037
Health Navigator Bilingual	Provides interpretation and translation support to	\$64,001	\$5,000	10.00%	\$6,900
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	\$60,406	\$5,000	25.00%	\$16,352
Total Personnel Services (including fringe benefits)					\$54,281
Contractors/Consultants (payments to third parties or entities)					FFY 2025
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	2 Bilingual and 2 English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$6,614	\$6,614		\$0
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	\$9,000	\$9,000		\$0
Total Contractors/Consultants					\$0
Travel					FFY 2025
Item	Description of Item				Total Amount Requested from CDEC
Travel	Mileage, lodging, per diem				\$250
Total Travel					\$250
Supplies & Operating Expenses					FFY 2025
Item	Description of Item				Total Amount Requested from CDEC
Computer	1 computer for staff				\$1,655
Office Supplies	Supplies for meetings, workshops, classes				\$200
Subtotal					\$1,855
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)					
Crisis and Respite Care Emergency funding	Costs to support monthly emergency childcare for families				\$3,000
Subtotal Items removed from MTDC					\$3,000
Total Supplies & Operating Expenses					\$4,855
Training and Technical Assistance					FFY 2025
Item	Description of Item				Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC				\$0
Total Training and Technical Assistance					\$0
TOTAL DIRECT COSTS					\$75,000
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$72,000
Indirect Costs					FFY 2025
Item	Description of Item				Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC				\$0
Total Indirect					\$0
TOTAL					\$75,000

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.



Exhibit C

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.



HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.



3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.



- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.



k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.



- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.



- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction



infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.



- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.



APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.



EXHIBIT E - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Gunnison County**;
- ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
- iii. The Federal Award Identification Number (FAIN) is **2203COBCAP**;
- iv. The Federal award date is **06/28/2023**;
- v. The subaward period of performance start date is **10/01/2024** and end date is **09/30/2025**;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY25	\$75,000	\$75,000	\$75,000

- vii. Federal award project description: **Community-Based Child Abuse Prevention Grants**;
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Christy Scott; Division of Community and Family Support Director; christy.scott@state.co.us; 720-595-8903**.
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.590**, name is **Community-Based Child Abuse Prevention Grants**, and dollar amount is **\$1,470,735.00**;
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the General Provisions and Exhibit A – Statement of Work.
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – the Statement of Work, Exhibit C- Additional Provisions**.
- 4) Subrecipient’s approved indirect cost rate is **CDEC negotiated rate of 0%**.

- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.
- 8) **Matching Funds**

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in **insert reference to exhibit that contains match information.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;
 - 1.1.1.1.9. Food commodities;
 - 1.1.1.1.10. Direct appropriations;
 - 1.1.1.1.11. Assessed and voluntary contributions; and

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

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

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

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community Grant Request Form; Town of Crested Butt

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant through the Town of Crested Butte for GCSAPP Youth Coalition, Youth Wellness, and outdoor programming.

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



Town of Crested Butte Community Grant Request Form

The Town supports the community by providing financial resources to nonprofit organizations for special projects and programs that enhance quality of life for the community.

Spring Grant Cycle:

Application window is February 15th - March 30th

Fall Grant Cycle:

Application window is August 15th – September 30th

Please email this form along with any supporting documentation to the Community Grants Coordinator at cbfinance@crestedbutte-co.gov.

Or mail to: Town of Crested Butte

Attn: Community Grants Coordinator

PO Box 39

Crested Butte, CO 81224

Contact Information	
Name of Organization	
Contact Name	
Address	
Email	
Phone	
Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only)	
Mission Statement or Purpose of Organization	
Grant Cycle (check one)	<input type="checkbox"/> Spring Grant Cycle <input type="checkbox"/> Fall Grant Cycle
Project Name	

Funding Request	
Amount Requested	
Total amount of project	
Source of other funding (list revenue sources, other partner organizations, etc.)	
What % of organization's annual expenditures does this program or project request represent?	
Date(s) commitment of funds and actual funds are needed	
<p>Provide a summary of this project and how it will benefit the Crested Butte community. These requests will be prioritized in accordance with the Community Grant Guidelines and the Grant Evaluation Criteria.</p> <p>Suggestion to address these 2 grant recipient qualifications:</p> <ul style="list-style-type: none"> o Provides significant and measurable benefits to the greater Crested Butte community o Applicant is fiscally responsible with clear budgets, no past-due debts, etc. 	
<p>How does this project further one or more of the seven strategic goals of the Community Compass? Goals are listed in the Community Grant Guidelines.</p>	
<p>Is this project eligible for Nicotine Tax grant funds and why? Purposes of Nicotine Tax funds are listed in the Guidelines.</p>	
Submitted by	
Date	
Please list any supporting documents being submitted along with this application	

All funds awarded must be expended prior to the end of the calendar year for which they were awarded.

STATEMENT OF WORK

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

II. Project Description:

This project supports two complementary public health initiatives that work together to improve the health, safety, and well-being of Colorado children and families.

First, this project advances the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, must establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). These teams systematically examine child deaths to better understand how and why they occur. Using a public health approach, the review process identifies trends and patterns, recommends actions, and implements strategies that can reduce the risk of future fatalities. This work benefits Colorado by helping communities understand the causes of child deaths, identifying effective prevention services, uncovering service gaps, and recommending changes to laws, policies, and systems that promote safe and healthy development for all children.

Second, the project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

Together, these initiatives use evidence-based strategies, community partnerships, and systems-level change to prevent child fatalities, address health disparities, and create stronger, healthier futures for Colorado's children and families.

III. Definitions:

- 1. CDPHE** – Colorado Department of Public Health and Environment
- 2. CDS:** Children and Youth with Special Health Care Needs Data System
- 3. CHAPS** –The Colorado Health Assessment and Planning System
- 4. CYSHCN** – Children and Youth with Special Health Care Needs
- 5. HCP** – Program for Children and Youth with Special Health Care Needs
- 6. MCH** –Maternal and Child Health

IV. Work Plan

Goal #1: Promote healthy outcomes for Colorado women, children and youth.

Objective #2: No later than the expiration date of this contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.

Primary Activity #1: The Contractor shall implement evidence-based strategies to improve MCH, including CYSHCN.

Sub-Activity #1:

1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one (1) or more selected priority(ies) to be implemented, which may include CHAPS.
 2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.
 3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.
-

Primary Activity #2: The Contractor shall either:

- a. Participate in the Mid-Year check-in call or;
 - b. Complete an electronic Mid-Year check-in form.
-

Standards and Requirements

1. CDPHE will provide progress report templates to the Contractor.
 2. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA's receiving under \$50,000. This information is located on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference.
 3. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:
 - a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.
 - b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.
 - c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.
 4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
 5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.
-

Expected Results of Activity(s)

1. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

Measurement of Expected Results

1. Completion of the electronic Mid-Year Check-in Call or Form.
2. Completion of the electronic MCH Annual Reporting Form.

Deliverables

Description	Completion Date
1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

V. Budget

MCH	
Quarter	Total Payment
July 1 through September 30 to be paid after September 30	\$ 3,931.50
October 1 through December 31 to be paid after December 31	\$ 3,931.50
Total	\$ 7,863.00

VI. Monitoring:

CDPHE’s monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Maternal Child Health Program and Children Youth and Families Branch. 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.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Maternal Child Health Program, Local Liaison for the Children Youth and Families Branch and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines 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 Purchase Order.

VIII. Attestation

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

_____ Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Sustainable Tourism

Action Requested: Other BOCC consent to appointment

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

WCU has nominated a new representative for the STOR Committee.

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



September 4, 2025

Dear Nick,

It is my privilege to nominate Dr. Briget Eastep, Director of the Center for Public Lands at Western Colorado University, to serve as Western's representative on the STOR Committee.

Dr. Eastep brings more than two decades of experience working in partnership with public land managers, both as a scholar and practitioner. She is a Ph.D. in Natural Resource Recreation, an Outdoor Recreation professor, and a leader whose career has been dedicated to stewarding public lands while advancing opportunities for education and community engagement.

Dr. Eastep has already demonstrated deep commitment to the work of STOR. She has attended meetings as an engaged citizen, built collaborative relationships with committee members, and was recently invited to chair the Visitor Use Management Subcommittee. Through that work, she has begun developing pathways to involve Western students in projects that strengthen our valley's stewardship of public lands.

Western is uniquely positioned to serve as a partner in realizing the STOR Strategic Plan (2025–2027), and Dr. Eastep is ideally qualified to ensure that our university's engagement is both meaningful and impactful. As the director charged with building opportunities for faculty, staff, and students to connect with public lands through service, research, and professional development, she can directly translate STOR's priorities into experiential learning, internships, and career pathways.

I am confident she will serve with dedication, vision, and the collaborative spirit that defines the work of both Western and STOR. I have also asked Dean Micah Russell to serve as her alternate.

Sincerely,



Brad Baca
President
Western Colorado University

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Bright Beginnings

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for therapeutic services through the Youth Wellness Program.

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: 9/8/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025

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 Bright Beginnings Counseling, LLC, whose address is 114 N. Boulevard St. #203, 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.

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.

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: *Melanie Thomas*
114 N. Boulevard St. #203 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

CONTRACTOR

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: Subgrant Agreement; Colorado Statewide Parent Coal

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant for outreach to Family, Friend, and Neighbor Caregivers

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: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/11/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/16/2025



COLORADO STATEWIDE PARENT COALITION



8/20/2025

Matthew Birnie, Gunnison Hinsdale Early Childhood Council, 220 N. Spruce Street,
Gunnison, CO 81230

Re: CSPC Subgrant

Dear Matthew Birnie,

This subgrant agreement (“agreement”), dated August 20th, 2025 is made by and between Gunnison Hinsdale Early Childhood Council, located at 220 N. Spruce Street, Gunnison, CO 81230, herein after referred to as “grantee” and Colorado Statewide Parent Coalition, located at PO Box 11849, Denver, CO 80221, herein after referred to as “CSPC”.

This grant has been approved based on the following terms and agreements:

1. Scope of Services, Timing and Acceptance
 - a. The project period is from receipt of the mini- grant to **November 15th, 2025**.
 - b. Grantee agrees to complete the activities outlined and explained in greater detail in their application.
 - c. Gunnison Hinsdale Early Childhood Council that a mini grant has been approved in the amount of \$1,150.00 to further continue their work in outreach and supporting FFN childcare providers in Colorado to provide knowledge about the refundable income tax credit for care workers.
2. Expenditure of funds and Payment
 - a. This grant award is not to exceed \$1,150.00.
 - b. \$1,150.00 to be made in a one-time payment.
 - c. Payments are processed once all documentation is submitted and payment requests are received, and payment may take up to 30 days
 - d. Funds will be spent in accordance with the activities outlined in their application. Subgrant funding may not be used to fund a new position.
 - e. Grantee will provide CSPC with a current W-9 form.
 - f. Grantee will submit an optional ACH form and supporting documentation (voided check or bank letter), if they wish to receive their payment electronically.

- g. If payment via check is preferred, a check will be made out to the Gunnison Hinsdale Early Childhood Council and sent to the addresses set forth above.
 - h. Colorado Statewide Parent Coalition will issue Grantee an IRS form 1099 for payments made under this agreement.
- 3. Reporting and Records
 - a. Grantee will submit one final report to CSPC at the end of the project period to Colorado Statewide Parent Coalition (CSPC) due no later than **November 30th, 2025, at 11:59 pm.**
 - b. CSPC will allow project check-ins every month by phone or virtual meeting, upon request, to review the project budget tracking and progress of deliverables.
 - c. Grantee will maintain accurate accounting records related to the expenditure of the mini-grant and will keep accounting records three (3) years after the grant period ends. Grantee will provide additional information and documents as requested by CSPC.
- 4. Erroneous Payments.
 - a. CSPC may recover, at CSPCs' discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. CSPC may recover such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants, or agreements between CSPC and Grantee, or by any other appropriate method for collecting debts owed to CSPC.
- 5. Reversion of Grant Funds.
 - a. CSPC reserves the right to discontinue, modify, or withhold any payments to be made under this Grant contract or to require a total or partial refund of any Grant funds, if, in CSPCs' sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Contract; (ii) in the event Grantee loses its tax-exempt status as an organization described in section 501(c)(3) of the Code; (iii) to protect the purpose and objectives of the Grant or any other charitable activities of CSPC; or (v) to comply with any law or regulation applicable to Grantee or to CSPC.
- 6. Publicity and Recognition
 - a. CSPC may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and

trademark and other information about your organization and its activities) in CSPC's periodic public reports, newspapers, and news releases. You will obtain CSPC's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

- b. CSPC encourages grantee to publicize information concerning the mini-grant in newsletter, annual reports, and other relevant publications; however, grantee must first obtain the approval of the text of any proposed publication prior to distribution. CSPC may include information regarding this mini grant in any written materials produced by CSPC, including on the CSPC website.
- c. Colorado Statewide Parent Coalition shall ensure that any and all outward facing documents distributed by CSPC must only use the name Gunnison Hinsdale Early Childhood Council when referencing the organization, no such other name is approved.

7. Representations

- a. Your representations contained in this letter are true and may be relied upon by CSPC. You will immediately notify CSPC in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

8. Condition of Grant

- a. This grant is conditioned upon your acceptance of the terms set forth above, and CSPC reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

The Grantee and CSPC have caused this agreement to be executed as of the date set forth above.

Grantee:

Matthew Birnie

County Manager

Gunnison Hinsdale Early Childhood Council

220 N. Spruce Street, Gunnison, CO 81230

Signature: _____

Date: _____

Colorado Statewide Parent Coalition

Lorena Garcia

Chief Executive Officer

PO Box 11849

Denver, CO 80221

Signature: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appointment; County Treasurer/Public Trustee

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Treasurer/Public Trustee Appointment

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:

Legally sufficient. SO 9/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/16/2025

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

RESOLUTION NO. 2025-_____

**A RESOLUTION AND NOTICE APPOINTING _____ TO FILL THE
VACANCY CREATED BY THE RESIGNATION OF THE GUNNISON COUNTY
TREASURER**

WHEREAS, by letter dated July 21, 2025, Gunnison County Treasurer Debbie Dunbar notified the Board of her resignation as Gunnison County Treasurer, effective on September 30, 2025, and of her decision not to complete the term for which she was elected to office by the people of Gunnison County; and

WHEREAS, pursuant to the Colorado Constitution, Article 14, Section 9, and Colorado Revised Statutes Sections 1-12-205, 30-10-705 and 30-11-117 vacancy in the office of County Treasurer shall be filled by appointment by the Board of County Commissioners; and

WHEREAS, pursuant to Colorado Revised Statutes Section 1-12-210, the Board shall make such appointment at a properly noticed public meeting, enter the appointment in the minutes of such meeting, and cause a notice of appointment and oath of office to be delivered to the person appointed; and

WHEREAS, pursuant to Colorado Revised Statutes Section 1-12-205, “[a]ll vacancies in any county office, except that of county commissioner, shall be filled by appointment by the board of county commissioners of the county in which the vacancy occurs, until the next general election, at which time the vacancy shall be filled by election”; and

WHEREAS, the Board desires to appoint _____ as Gunnison County Treasurer, effective October 1, 2025, and continuing until the vacancy is filled by the 2026 general election;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County as follows:

1. The Board hereby appoints _____ to serve as Gunnison County Treasurer, effective October 1, 2025, and continuing until the vacancy in such office is filled by the 2026 general election.
2. Staff of the Board is directed to arrange for the oath of office to be completed by Judge Kellie Starritt on September 16, 2025, or as soon thereafter as is possible.

3. The Board hereby causes the attached Notice of Appointment to be delivered to _____, and upon her acceptance the Notice of Appointment shall be recorded and kept as a permanent record of the Board.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

NOTICE OF APPOINTMENT
Gunnison County Treasurer

At a properly noticed public meeting, and pursuant to Colorado law, the Gunnison County Board of Commissioners appointed the following person to fill the vacancy in the office of Gunnison County Treasurer, effective October 1, 2025:

Name: _____

Mailing Address: _____

ACCEPTANCE OF APPOINTMENT:

I, _____, hereby accept the appointment as Gunnison County Treasurer effective October 1, 2025.

Date: _____

Signature

NOMINATION BY BOARD OF COUNTY COMMISSIONERS
CANDIDATE ACCEPTANCE OF NOMINATION TO FILL OFFICE

Office Use Only:

Complete, sign, and return this form. Please type or print legibly.

Office Information

This is an Acceptance of Nomination for:

Title of Office Office of Treasurer

District Gunnison County, Colorado

Qualifications for Office (You must list the specific qualifications for this office)

Citizen of the United States; citizen of the State of Colorado; qualified elector of Gunnison County

Candidate Information

Name _____

Residence & Mailing Address

Residence Street Address _____

City _____ State CO Zip Code _____

Mailing Address _____

City _____ State CO Zip Code _____

Telephone & E-mail Address

Business Phone # _____ Extension _____

Residence Phone # _____ E-mail Address _____

Registration Information

Year of Birth _____ County of Registration Gunnison

Party Affiliation _____ Date of Affiliation _____

Signature

Applicant's Affirmation: *I hereby accept the nomination and solemnly affirm that I meet all qualifications for the office prescribed by law. Furthermore, the information provided on this form is, to the best of my knowledge, true and correct.*

[seal]

Signature of Candidate

Date of Signing

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution Approving Proposed Loan T

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution for Gunnison Valley Health

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 9/12/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/12/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/16/2025

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

A RESOLUTION APPROVING PROPOSED LOAN TRANSACTION OF THE BOARD OF TRUSTEES FOR THE GUNNISON VALLEY HOSPITAL D/B/A GUNNISON VALLEY HEALTH WITH PNC BANK, NATIONAL ASSOCIATION

WHEREAS, the Board of Trustees for the Gunnison Valley Hospital d/b/a Gunnison Valley Health ("GVH") desires to secure additional financing for operational and capital purposes;

WHEREAS, in furtherance of this initiative, GVH has proposed entering into an agreement with PNC Bank, National Association upon certain material terms, including (i) a revolving credit facility in an aggregate principal amount not to exceed \$3,000,000, and (ii) a term loan in an aggregate principal amount of \$3,200,000 to GVH (the "Proposed Loan Transaction");

WHEREAS, at the request of GVH, the Board of Commissioners has reviewed and considered the Proposed Loan Transaction; and

WHEREAS, the Board of Commissioners finds that supporting GVH's access to necessary financing serves a public purpose and promotes the health and welfare of Gunnison County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County that the Proposed Loan Transaction is approved.

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 ____ day of September, 2025. •

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Participation Form; CL-1762107; New National Opioid

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Opioid Settlement Participation; Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/25/2025

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: 8/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/16/2025

New National Opioids Settlement: Secondary Manufacturers – Action Needed by October 8, 2025

Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gunnison County, CO
Reference Number: CL-1762107

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because all eligible States and Territories, including Colorado, are participating in the Secondary Manufacturers Settlements.

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 these settlements so that Colorado can maximize its share of these settlement funds.

All opioid settlement funds that are received as a result of these Secondary Manufacturer settlements will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation form does not change your decision to "opt-out" and 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 \(opens webpage\)](#).

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may impact and reduce the amount of money for programs to remediate the opioid crisis in Colorado.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, the Colorado Attorney General's Office, and other contacts within Colorado.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within Colorado state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Combined Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Combined Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined 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 *Combined 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 *Combined 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 *Combined Participation Form* using DocuSign, the signed *Combined 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 *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE SECONDARY MAUFACTURERS SETTLEMENTS BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SECONDARY MANUFACTURERS SETTLEMENTS.

The sign-on period for subdivisions to participate in the Secondary Manufacturers Settlements ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form* for the Secondary Manufacturers Settlements 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,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

**Secondary Manufacturers’ Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: Gunnison County	State: CO
Authorized Official:	
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 each of the settlements which are listed in paragraph 1 below (each a “Secondary Manufacturer’s Settlement” and collectively, “the Secondary Manufacturers’ Settlements”), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers’ Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers’ Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers’ Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. (“Mylan”) dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers’ Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers’ Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers’ Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers’ Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers’ Settlements. With respect to any 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 for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² 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 Releasor, provides for a release to the fullest extent of its authority. 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 Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, 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 Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims 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 each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gunnison County, CO
Rubris Reference Number: CL-1762107

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

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

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

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the ***October 8, 2025*** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

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

All required documentation must be signed and returned on or before ***October 8, 2025***.

From: COAG Opioid Response Team <opioids@coag.gov>

Date: September 2, 2025 at 10:54:00 AM MDT

To: Matthew Birnie <MBirnie@gunnisoncounty.org>

Subject: Secondary Opioid Manufacturers Direct Settlement Participation Forms – Action Required by October 8, 2025

[EXTERNAL SENDER - USE CAUTION]

Dear Matthew,

On behalf of Attorney General Phil Weiser, we are pleased to inform you that Colorado has reached settlements with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants").

Thanks to the collaboration of Colorado's counties and municipalities, our State has maximized settlement proceeds from previous opioid settlements. **We are now asking that you review and sign-on to these settlements no later than October 8, 2025, so that Colorado can maximize our share of these settlement funds.**

Colorado is working with a firm named **Rubris** to collect *Combined Participation Forms* for the Secondary Manufacturers Settlements from Participating Local Governments. **You should have received an email on Friday, August 29, 2025 "NEW NATIONAL OPIOID SETTLEMENT NOTICE – SECONDARY MANUFACTURERS" from opioidsparticipation@rubris.com with a *Combined Participation Form* and instructions for how to submit it.** You also should have received a DocuSign communication with the *Combined Participation Form*.

Please note that the Secondary Manufacturers Settlements are different and separate from the Purdue sign-on settlement request. The sign-on deadline for the Purdue settlement is **September 30, 2025**. You may participate in the Secondary Manufacturers Settlements regardless of whether you join the Purdue and Sackler settlement. If you choose to participate in both, the process is the same.

You can complete the *Combined Participation Form* for the Secondary Manufacturers Settlements 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 settlement proceeds, the Secondary Manufacturers Settlements (like prior opioid settlements) requires that Colorado's Local Governments participate in the Secondary Manufacturers Settlements by releasing their opioid-related legal claims against the settling Defendants.

All opioid settlement funds that Colorado receives as a result of these settlements will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed by 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 settlements.

These settlements represent 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 \$12 million in addition to the millions of dollars our State has already begun receiving from previous opioid settlements.

We urge you to join the Secondary Opioid Manufacturers Settlements 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. If you have any questions, please be sure to reach out directly to us at opioids@coag.gov or 720-508-6904.

Opioid Response Unit
Colorado Attorney General's Office

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Counties, Inc. Steering Committees (CCI) Legislative

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CCI Voter and Alternate Designation for 2026 Legislative Priorities

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/16/2025



Legislative Committee Commissioner Designation Form

Each Board of County Commissioners must designate a commissioner to serve on CCI's Legislative Committee to vote on the 2026 Legislative Priorities.

Declaration of Designee:

The BOCC appoints Commissioner _____ to serve
(First & Last Name)

on CCI's Legislative Committee on behalf of _____ county.
(County Name)

Declaration of Alternate:

In the event our designee is no longer able to participate in this meeting; we designate

Commissioner _____ as alternate.
(First & Last Name)

Certification by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Please return or send questions to Kieran Boes
KBoes@ccionline.org
Due: Monday, September 29, 2025

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Valley Land Preservation Fund Grant Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte Land Trust

Term Begins: 9/16/25

Term Ends:

Grant Contract #:

Summary:

Two land conservation grant agreements, one on Cement Creek Rd and the other near Long Lake.

Fiscal Impact: \$250,000

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 9/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 9/16/2025

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: September 16, 2025
RE: Conservation Easement Grant Agreements

The Crested Butte Land Trust is seeking BoCC approval for following two grant agreements:

- Cement Creek Ranch (conservation easement)- \$125,000 – north of CB South – 121 acres
- Pristine Point, Lot 18 Long Lake (fee title purchase)- \$125,000 – north of Crested Butte – 14 acres

The Gunnison Valley Land Preservation Board approved funding for these projects at their March 24, 2025 and June 30, 2025 meetings. The projects have not changed materially from what was presented to the Land Preservation Board. Staff recommends BoCC approval.

The following summaries of the projects were provided by the applicant. Please find included in your packet the grant agreements.

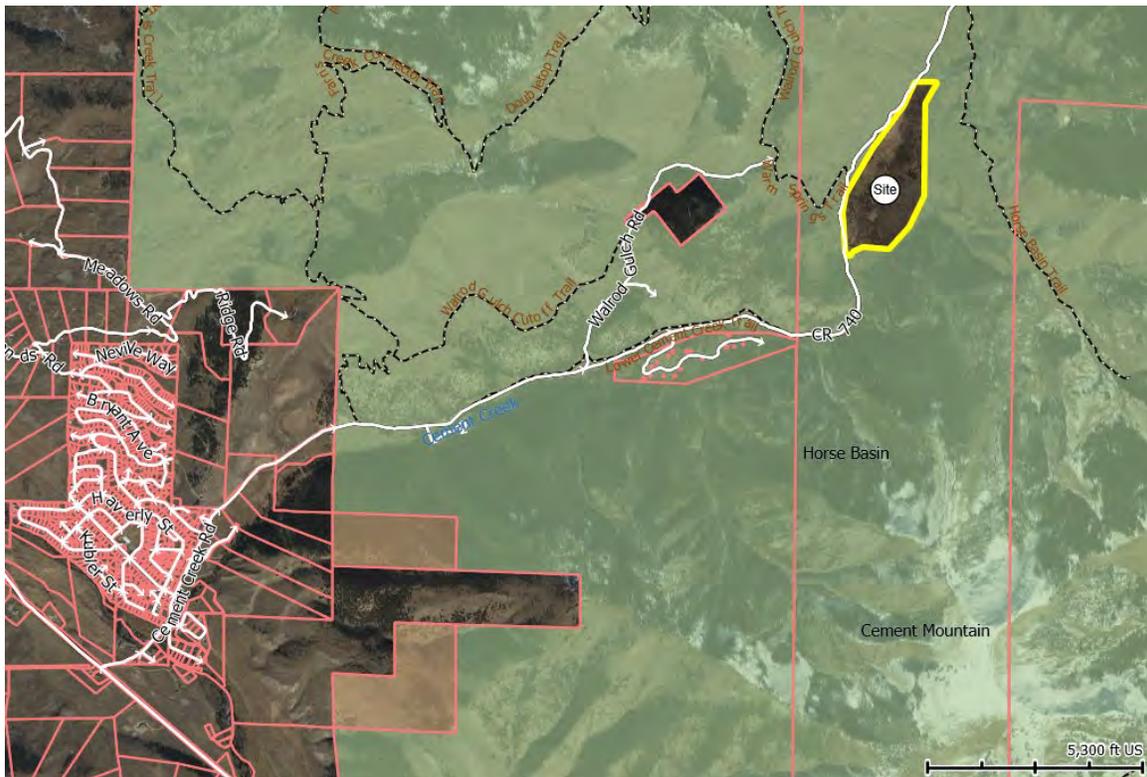
Cement Creek Ranch

The Crested Butte Land Trust is working with the Baxter Family to conserve Cement Creek Ranch, a 121-acre private inholding surrounded by federal land (USFS,) located about 5 miles up County Road 740 within Gunnison County. The oldest record of the property is a Homestead Entry Survey in 1914 transferring the land from public to private ownership. The parcel has supported various dude ranch activities, cattle ranching, and horse boarding for 111 years. The current owners, David and Christine Baxter, purchased the ranch in 1991 and have lived on the property year-round ever since. The ranch has numerous unique features including two linear miles of Cement Creek, 80 acres of pristine wetlands, several rare plant species, a robust wildlife community and a warm spring that contributes minerals which formed the travertine bench where the structures are located. County Road 740 traverses the northern side of the site with biking/hiking trails on all sides of the forest surrounding this inholding. Winter snow plowing stops a mile before the property thus requiring the Baxter family to ski or snowmobile from late November until the spring melt. The road is locally groomed for over-the-snow public access and recreation in the winter. During the summer months, the road is heavily used by the public to access federal lands.

The conservation of Cement Creek Ranch is needed to protect the abundant conservation values throughout the Cement Creek corridor. As depicted on the attached maps and photographs, the Cement Creek Ranch parcel is a significant remaining piece of the conservation puzzle in the upper valley. As an inholding within USFS public lands this

project represents important wildlife, scenic and agricultural connectivity across public and private land. Specific wildlife habitat benefits of the project include undeveloped forage-rich land and vegetative cover for big game moving through the valley. With water rights and a robust wetland ecosystem (80 acres of wetlands), the Cement Creek Ranch CE will also protect valuable water resources. It is recognized by Colorado Natural Heritage Program (CNHP) as a B2, Very High Biodiversity Significance Potential Conservation Area (PCA) and The Nature Conservancy (TNC) Land Mapping Tool (see attached map) also recognizes this parcel as having “High Resilience, High Flow, and Recognized Biodiversity”.

The primary goal of the Cement Creek Ranch project is to protect the parcel in perpetuity. This conservation easement will extinguish all future development rights and will prevent subdivision of the parcel while protecting immeasurable conservation values in perpetuity. It is the desire of the landowner and the Crested Butte Land Trust to permanently protect the multiple conservation values present on the property.



Pristine Point, Lot 18 Long Lake

The Crested Butte Land Trust is purchasing Lot 18 at Pristine Point, a 14-acre parcel located along the eastern shore of Long Lake, accessible from a dirt road on the southwest side of Meridian Lake dam. Lot 18 has public access via a trail along the ridge connecting the southern and northern Long Lake access points. Long Lake is an easily accessible resource that boasts a variety of scenic and recreational opportunities just north of downtown Crested Butte. These activities such as hiking, fishing, stand-up

paddle boarding and other water-based activities can be enjoyed by the whole family at Long Lake. Not only is this trail and area of Long Lake open to the public year-round to hikers and non-motorized use, it also offers an unparalleled experience with an easy access gradual trail through a mixed forest of aspen, pine and native wildflowers. At the top of the trail above Long Lake there are benches, a bike rack, educational kiosk and maps awaiting all users. Lot 18 will provide an important staging area for the Crested Butte Adaptive Sports Center to guide people with disabilities at Long Lake's trails and shoreline. The trails at Long lake and through Lot 18 are designed to be wide and level for a variety of trail users including people using hand cycles. If not conserved, residential development of Lot 18 would convert this lovely forest trail into a driveway and utility corridor, changing the user experience of Long Lake dramatically and potentially limiting use at Long Lake. The unparalleled scenic views of the parcel are easily available for all to enjoy.

The parcel abuts CBLT's Long Lake parcel and is in proximity to the Town of Crested Butte's Kochevar and Kikel Lot 3 properties. The Town's properties along Smith Hill near Long Lake are protected with conservation easements held by the Crested Butte Land Trust. After acquisition, CBLT will extinguish all future development rights and will prevent any development at Long Lake along this eastern shore by combining Lot 18 with the existing CBLT property at Long Lake and conserving the entire 134 acre parcel.

Protecting Pristine Point Lot 18 will ensure that the parcel remains in its current natural state and remains a quiet, non-motorized and non-residential area close to Crested Butte. Finally, while the public currently has an easement to cross the parcel, public access can be greatly improved with CBLT ownership.

Lot 18 at Long Lake



Gunnison Valley Land Preservation Fund
GRANT AGREEMENT

Project Name: Cement Creek Ranch Conservation Easement Project

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Crested Butte Land Trust

Address: PO Box 2444 401 3rd Street Crested Butte, CO

Contact name: Rachel Sabbato, Jake Jones

Date: September 16, 2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and the Crested Butte Land Trust, (“Land Trust”), (jointly the “Parties”), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. The Crested Butte Land Trust (“Grantee”) has applied to the GVLPB for funding of a project known as Cement Creek Ranch (“Project”) more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed **\$125,000.00** (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLBP members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

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

GRANTEE



Crested Butte Land Trust
Jake Jones, Executive Director

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, _____ percent of the Proportionate Share and (b) to Gunnison County _____ percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

Exhibit B - Project Summary

The Crested Butte Land Trust is working with the Baxter Family to conserve Cement Creek Ranch, a 121-acre private inholding surrounded by federal land (USFS,) located about 5 miles up County Road 740 within Gunnison County. The oldest record of the property is a Homestead Entry Survey in 1914 transferring the land from public to private ownership. The parcel has supported various dude ranch activities, cattle ranching, and horse boarding for 111 years. The current owners, David and Christine Baxter, purchased the ranch in 1991 and have lived on the property year-round ever since. The ranch has numerous unique features including two linear miles of Cement Creek, 80 acres of pristine wetlands, several rare plant species, a robust wildlife community and a warm spring that contributes minerals which formed the travertine bench where the structures are located. County Road 740 traverses the northern side of the site with biking/hiking trails on all sides of the forest surrounding this inholding. Winter snow plowing stops a mile before the property thus requiring the Baxter family to ski or snowmobile from late November until the spring melt. The road is locally groomed for over-the-snow public access and recreation in the winter. During the summer months, the road is heavily used by the public to access federal lands.

The conservation of Cement Creek Ranch is needed to protect the abundant conservation values throughout the Cement Creek corridor. As depicted on the attached maps and photographs, the Cement Creek Ranch parcel is a significant remaining piece of the conservation puzzle in the upper valley. As an inholding within USFS public lands this project represents important wildlife, scenic and agricultural connectivity across public and private land. Specific wildlife habitat benefits of the project include undeveloped forage-rich land and vegetative cover for big game moving through the valley. With water rights and a robust wetland ecosystem (80 acres of wetlands), the Cement Creek Ranch CE will also protect valuable water resources. It is recognized by Colorado Natural Heritage Program (CNHP) as a B2, Very High Biodiversity Significance Potential Conservation Area (PCA) and The Nature Conservancy (TNC) Land Mapping Tool (see attached map) also recognizes this parcel as having "High Resilience, High Flow, and Recognized Biodiversity".

The primary goal of the Cement Creek Ranch project is to protect the parcel in perpetuity. This conservation easement will extinguish all future development rights and will prevent subdivision of the parcel while protecting immeasurable conservation values in perpetuity. It is the desire of the landowner and the Crested Butte Land Trust to permanently protect the multiple conservation values present on the property.

Exhibit C – Budget

**CRESTED BUTTE LAND TRUST
CEMENT CREEK RANCH CE**

PROJECT BUDGET	CB LAND TRUST	TOWN OF CB	1% FOR OPEN SPACE	GVLPF	Keep it Colorado	LANDOWNER	TOTAL
TRANSACTION COSTS							
Qualified Appraisal	\$ 5,000.00	\$ -	\$ -	\$ -	15,000.00	\$ -	\$ 20,000.00
Baseline Documentation	\$ -	\$ -	\$ -	\$ -	8,000.00	\$ -	\$ 8,000.00
Title and Closing Costs	\$ 3,000.00	\$ -	\$ -	\$ -	-	\$ -	\$ 3,000.00
Environmental Assessment	\$ 2,500.00	\$ -	\$ -	\$ -	-	\$ -	\$ 2,500.00
Tax Credit App - Seller	\$ -	\$ -	\$ -	\$ -	10,500.00	\$ -	\$ 10,500.00
Legal Fees - Purchaser	\$ 15,000.00	\$ -	\$ -	\$ -	-	\$ -	\$ 15,000.00
Water Diligence	\$ 2,000.00	\$ -	\$ -	\$ -	-	\$ -	\$ 2,000.00
Stewardship Endowment	\$ 5,000.00	\$ -	\$ -	\$ -	15,000.00	\$ -	\$ 20,000.00
Proejct Management - CBLT In Kind	\$ 20,000.00	\$ -	\$ -	\$ -	-	\$ -	\$ 20,000.00
	\$ 52,500.00	\$ -	\$ -	\$ -	48,500.00	\$ -	\$ 101,000.00
EASEMENT ACQUISITION							
121 ACRES - CE	\$ 360,000.00	\$ 400,000.00	\$ 115,000.00	\$ 125,000.00	\$ -	\$ 215,000.00	\$ 1,215,000.00
TOTAL PROJECT COST	\$ 412,500.00	\$ 400,000.00	\$ 115,000.00	\$ 125,000.00	\$ 48,500.00	\$ 215,000.00	\$ 1,316,000.00
PERCENT OF TOTAL	31%	30%	9%	9%	4%	16%	100%
STATUS	CONFIRMED	CONFIRMED	CONFIRMED	CONFIRMED	CONFIRMED	CONFIRMED	

Gunnison Valley Land Preservation Fund
GRANT AGREEMENT

Project Name: Pristine Point, Lot 18 Long Lake Fee Title Project

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Crested Butte Land Trust

Address: PO Box 2444 401 3rd Street Crested Butte, CO

Contact name: Rachel Sabbato, Jake Jones

Date: September 16, 2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and the Crested Butte Land Trust, (“Land Trust”), (jointly the “Parties”), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. The Crested Butte Land Trust (“Grantee”) has applied to the GVLPB for funding of a project known as Pristine Point Lot 18 (“Project”) more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed **\$125,000.00** (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLBP members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

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

GRANTEE



Crested Butte Land Trust
Jake Jones, Executive Director

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, _____ percent of the Proportionate Share and (b) to Gunnison County _____ percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

Exhibit B - Project Summary

The Crested Butte Land Trust is purchasing Lot 18 at Pristine Point, a 14-acre parcel located along the eastern shore of Long Lake, accessible from a dirt road on the southwest side of Meridian Lake dam. Lot 18 has public access via a trail along the ridge connecting the southern and northern Long Lake access points. Long Lake is an easily accessible resource that boasts a variety of scenic and recreational opportunities just north of downtown Crested Butte. These activities such as hiking, fishing, stand-up paddle boarding and other water-based activities can be enjoyed by the whole family at Long Lake. Not only is this trail and area of Long Lake open to the public year-round to hikers and non-motorized use, it also offers an unparalleled experience with an easy access gradual trail through a mixed forest of aspen, pine and native wildflowers. At the top of the trail above Long Lake there are benches, a bike rack, educational kiosk and maps awaiting all users. Lot 18 will provide an important staging area for the Crested Butte Adaptive Sports Center to guide people with disabilities at Long Lake's trails and shoreline. The trails at Long lake and through Lot 18 are designed to be wide and level for a variety of trail users including people using hand cycles. If not conserved, residential development of Lot 18 would convert this lovely forest trail into a driveway and utility corridor, changing the user experience of Long Lake dramatically and potentially limiting use at Long Lake. The unparalleled scenic views of the parcel are easily available for all to enjoy.

The parcel abuts CBLT's Long Lake parcel and is in proximity to the Town of Crested Butte's Kochevar and Kikel Lot 3 properties. The Town's properties along Smith Hill near Long Lake are protected with conservation easements held by the Crested Butte Land Trust. After acquisition, CBLT will extinguish all future development rights and will prevent any development at Long Lake along this eastern shore by combining Lot 18 with the existing CBLT property at Long Lake and conserving the entire 134 acre parcel.

Protecting Pristine Point Lot 18 will ensure that the parcel remains in its current natural state and remains a quiet, non-motorized and non-residential area close to Crested Butte. Finally, while the public currently has an easement to cross the parcel, public access can be greatly improved with CBLT ownership.

Exhibit C – Budget

**CRESTED BUTTE LAND TRUST
PRISTINE POINT LOT 18**

PROJECT BUDGET	CB LAND TRUST	TOWN OF CB	GVLPF	TOTAL
TRANSACTION COSTS				
Qualified Appraisal	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Baseline Documentation	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Title and Closing Costs	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Environmental Assessment	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Legal Fees - Purchaser	\$ -	\$ -	\$ -	\$ -
Water Diligence	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Stewardship Endowment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
COL Project Fee	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00
FEE TITLE ACQUISITION				
14 ACRES CONSERVED	\$ 450,000.00	\$ 600,000.00	\$ 125,000.00	\$ 1,175,000.00
TOTAL PROJECT COST	\$ 488,000.00	\$ 600,000.00	\$ 125,000.00	\$ 1,213,000.00
PERCENT OF TOTAL	40%	49%	10%	100%
STATUS	CONFIRMED	CONFIRMED	CONFIRMED	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Proclamation; 2025 Suicide Prevention Awareness Mo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Proclamation; 2025 Suicide Prevention Awareness Month

Fiscal Impact:

Submitted by: Holly Perry for Joni Reynolds

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/16/2025



PROCLAMATION

Suicide Prevention Awareness Month in the County of Gunnison, Colorado September 2025

WHEREAS, September 2025 has been designated “Suicide Prevention Awareness Month” by the National Alliance on Mental Illness (NAMI); and

WHEREAS, September 10, 2025 has been designated “World Suicide Prevention Day”, which is recognized internationally and supported by the World Health Organization; and

WHEREAS, suicide is a national and statewide public health problem, and suicide prevention is a national and statewide responsibility; and

WHEREAS, the National Alliance on Mental Illness (NAMI) reports that:

- Suicide is the 11th leading cause of death in the United States, the 2nd leading cause of death among children and teens ages 10-14 and among people aged 15-24; and
- Over 90% of the people who die by suicide have experienced symptoms of a diagnosable and treatable mental health condition, although often that condition was not recognized or treated.

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that suicide rates increased 37% between 2000-2018, decreased 5% between 2018 and 2020, and returned to their peak rate in 2022; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports the following additional statistics for the year 2023:

- 49,000 people died (one death every 11 minutes) in the United States by suicide; and
- An estimated 1.5 million adults attempted suicide; and
- Suicide was the 7th leading cause of death in Colorado; and
- Colorado had the 12th highest suicide rating in the United States, equivalent to 1,297 suicide deaths in the state.

WHEREAS, organizations such as the Community Health Coalition of the Gunnison Valley are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

- Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority; and
- Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities; and
- Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities; and
- Fund new suicide research to support culturally-informed and evidence-based mental health care and services; and
- Encourage initiatives based on the goals contained in the Colorado-National Collaborative for Suicide Prevention; and
- Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition; and
- Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs; and
- Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado by virtue of the authority vested in us by the State of Colorado do hereby proclaim:

Suicide Prevention Awareness Month in the County of Gunnison, Colorado September 2025

INTRODUCED and approved this 16th day of September, 2025 by the Board of County Commissioners of Gunnison County, Colorado.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Attest:

Laura Puckett Daniels, Chairperson

Holly Perry, Deputy
County Clerk

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health Updates

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Update for the BOCC on the West Central Public Health Partnership, the Public Health Improvement Plan, and the Community Health Coalition

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 45

Agenda Date: 9/16/2025

Gunnison County Board of County Commissioners Update 9/16/25

West Central Public Health Partnership
Regional Public Health Improvement Plan
Community Health Coalition

Margaret Wacker, MPH

Erika Stoerkel, MPH

Reiley Jones, MPH



Joni Reynolds
Director

Gunnison County Health & Human Services



Kristin Kelley
Director

Ouray County Public Health



Grace Franklin
Director

San Miguel County Public Health



Joni Adelman
Director

Silver Thread Public Health District



Mirza Ahmed
Director

Montrose County Public Health



Jacque Davis
Director

Delta County Public Health



Shonna Gray
Clinical Services Manager

Gunnison County Health & Human Services



Erika Stoerckel
WCPHP Co-Coordinator
Gunnison County Health & Human Services



Margaret Wacker
WCPHP Co-Coordinator
Gunnison County Health & Human Services



Reiley Jones,
WCPHP Capacity Coordinator
Gunnison County Health & Human Services



Shirley Tatto
Emergency Preparedness and
Response Coordinator
Delta County Public Health



Context & Background



- West Central Public Health Partnership formed in 2006
- 6 rural and frontier counties on the Western Slope of Colorado
- Improve effectiveness and efficiency of public health services
- 2023 Regional Public Health Improvement Plan and Assessment prioritized **building trust and capacity for local public health** and focused on Behavioral Health.
- **Q: What is our role as local public health agencies in Behavioral Health? A: Regional Behavioral Health Landscape Analysis**

Timeline

Landscape
Analysis
External Partner
Interviews



Spring 2024



Summer 2024



Secondary Data
Review

Public Health
Workforce Behavioral
Health Readiness
Assessment
&
WCPHP Prioritization
& Strategy Planning



Fall 2024



Winter 2024



Regional
Behavioral Health
External Partner
Input Meeting

WCPHP Retreat
Strategy
Refinement
&
Subcommittee
Creation



Summer 2025



Fall 2025



Strategy Refinement
&
Regional Behavioral
Health External Partner
Input Meetings

Themes and Results

Improve communication with the public



Lead stigma reduction/awareness campaigns



Advocate for behavioral health investments



Support coalition building



Improve knowledge of community resources



Improve behavioral health referral processes



High confidence with behavioral health basic education and sensitivity



Whole Health Navigation

Improve wellbeing by:

- Building on current strengths
- Addressing service gaps
- Consistent protocols and training in place to ensure people can access **basic needs (housing, food), public health programs (immunizations, family planning, and mental and behavioral health support.**



Stigma Reduction

**Community
y
Connection
Events**

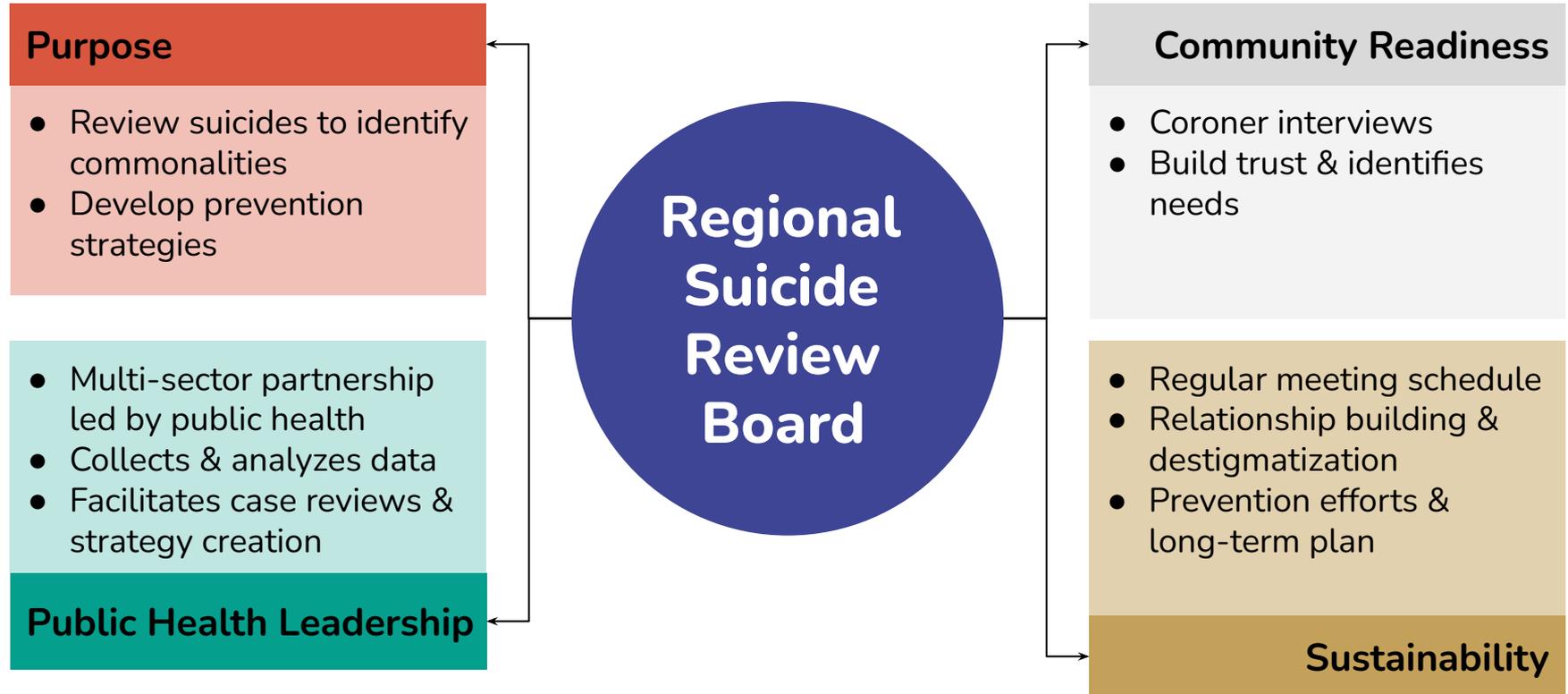


Messaging



**Stigma
Reduction**

Regional Suicide Review Board



Other WCPHP Updates:

Regional trainings: Behavioral Health 101 and Resiliency Training, Capacity Coordinator Role, Crisis Response Plan development, STEPP/Health Navigation Retreat planning

Regional Juvenile Services Grant, COAG Grant - increasing Recovery Services, health navigation, peer support, stigma reduction, basic needs funding

WIC partnership and RMHF application

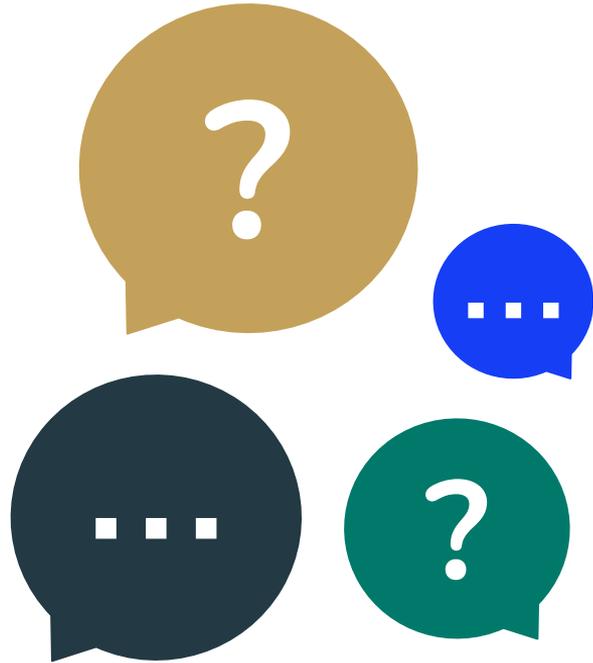
Funding Opportunities: Competitive STEPP RFA, Chronic Disease RFA



Community Health Coalition Updates

- **MOU Developed and Signed**
- **Suicide Prevention Subgroup, with new leadership**
 - **Better Together**
- **EAP in second year**
- **Sense of Belonging Subgroup - Welcoming Signs for Welcoming Week**

Q&A



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: August 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

August 2025 Cash Transfer Report

Fiscal Impact: 19,342,497.66

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 9/12/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/16/2025



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
August-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	8,636,122.33	0.00
130	95 11122	General - Payroll Account	1,473,404.02	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(14,881,167.76)
002	02 11900	Road & Bridge	0.00	(61,530.95)
003	03 11900	Human Services	58,835.26	0.00
004	04 11900	Public Health Agency	0.00	(28,521.26)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(233,163.47)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	453,298.40	0.00
013	13 11900	Land Preservation	82,436.39	0.00
030	30 11900	Mosquito Control	0.00	(16,291.66)
032	32 11900	Sage Grouse Trust	13,062.72	0.00
034	34 11900	Risk Management	187.29	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(7,698.01)
050	50 11900	Gunnison County Sewer	0.00	(10,023.61)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(26,657.84)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(118,762.64)
125	52 11101	Solid Waste - Landfill Closure	0.00	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	0.00
070	70 11900	Housing Authority	0.00	(3,941,179.79)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	232.57	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(7,622.88)
082	82 11900	ISF-II	0.00	(4,152.16)
090	90 11900	Health Insurance Trust	110,963.04	0.00
115	90 11101	Health Insurance Claims	94,058.08	0.00
091	91 11900	Local Marketing District	57,322.61	0.00
092	92 11900	Transportation Authority	116,109.84	0.00
093	93 11900	Public Trustee Agency	0.00	(5,725.63)
145	95 11121	Accounts Payable Clearing	8,246,465.11	0.00
TOTALS			\$ 19,342,497.66	\$ (19,342,497.66)

TRANSFER FOR JOURNAL ENTRIES:

508080, 508081, 508082, 508083, 508084, 507598, 507599, 508101, 507673, 508125, 508152, GBI 509001, GBI 508002, 508287, 508290, 508291, 508292, 508295, 508297, Void 163790508298, 508391, 508411, 508412, 508413, GNI, AP, 508392, 508387, 508389,

PREPARED BY: Wiktory
 AUTHORIZED BY: Jupita Halligan
 RECEIVED BY TREASURER: D. Durban

DATE: 9/9/25
 DATE: 9/9/25
 DATE: 9-10-25

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-25

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900
-	508080,	STND1: VEHICLE/EQUIPMENT RENT		(27,143.75)					
-	508081,	STND2: BUDGETED INTERFUND TRANSFERS		46,082.76					(9,545.84)
-	508082,	STND3: MAPPING SYSTEM CHARGES		(11,533.33)					(1,675.76)
-	508083,	STND4: TELEPHONE/FAX SYSTEM CHARGES		(4,945.34)					(498.00)
-	508084,	STND5: COMPUTER SYSTEM CHARGES		(30,516.10)					(3,302.58)
-	507598,	TRNS FROM RTA FOR MECHANIC SERVICES	7/1/2025						
-	507599,	RECLASS FROM G7620 EL POMAR TO G3430 TO TOBACCO	7/31/2025	1,814.60					
-	508101,	RECLASS SOFTWARE EXPENSES TO PW	8/31/2025	14,700.00					
-	507673,	TO TRUE-UP THE LAND PRES. Rev through 07/31, Jan-May co	7/31/2025						
-	508125,	RECLASS FROM TRAILS TO GENERAL FUND	8/31/2025	(2,822.08)					2,822.08
-	508152,	RECORD POSTAGE REFUND	7/31/2025	57.84					
-	GBI 509001,	Weed District Rent September 2025	9/1/2025	(765.00)					
-	GBI 508002,	Weed District Rent August 2025	8/1/2025	(765.00)					
-	508287,	Reclass Computer to CH	8/1/2025	525.00					
-	508290,	COPIES BLACK AUG 2025	8/31/2025	(648.68)					
-	508291,	COPIES COLOR AUG 2025	8/31/2025	(2,009.53)					
-	508292,	POSTAGE USE AUG 2025	8/31/2025	(1,878.18)					
-	508295,	PUBLIC HEALTH PHOTOCOPY - AUG	8/31/2025	(40.00)					
-	508297,	LANDFILL ALLOCATION AUGUST	8/31/2025						
-	Void 163790	Napa Auto Parts	8/8/2025						
-	508298,	REC MED.DEN/FLEX/RX CHECKS AUG	8/31/2025	(3,676.92)					
-	508391,	RECLASS PORTION AUG PR TO CH-PAYLOCITY ALLOCATION E	8/31/2025	2.61					
-	508411,	REVERSE CASH SHORTFALLS FUND 270 & 304	8/31/2025	10,200,000.00					
-	508412,	CASH TRANSFERS FOR AUGUST SHORTFALLS	8/31/2025	(583,500.00)					
-	508413,	REVERSE TREASURER FEES	8/31/2025	117,140.44					
-									
-									
-									
-									
-									
-									
-									
-	GNI,	PCARD IMPORT JULY 2025	7/31/2025	54,993.97					(1,636.62)
-	AP,	AP CLEARING AUGUST 2025	8/31/2025	(595,621.84)					(178,472.89)
-	508392,	REVENUE CLEARING AUGUST 2025	8/31/2025	375,677.30				(14,881,167.76)	375,863.39
-	508387,	PAYROLL IMPORT AUGUST 2025	8/31/2025	564,397.58					(245,084.73)
-	508389,	PAYROLL TRANSFER (BMO TRF) AUGUST 2025	8/31/2025	(1,473,404.02)					
-		TOTALS		8,636,122.33	-	-	-	(14,881,167.76)	(61,530.95)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-25

JE's	Description	Finance Business Date	03	04	07	08	08	08	10	10
			Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101
508080,	STND1: VEHICLE/EQUIPMENT RENT		(903.11)						(1,613.04)	
508081,	STND2: BUDGETED INTERFUND TRANSFERS			(5,166.67)					(4,635.00)	
508082,	STND3: MAPPING SYSTEM CHARGES		(22.08)	(22.08)					(22.08)	
508083,	STND4: TELEPHONE/FAX SYSTEM CHARGES		(765.00)	(989.99)					(408.00)	
508084,	STND5: COMPUTER SYSTEM CHARGES		(2,833.33)	(5,439.75)					(1,840.00)	
507598,	TRNS FROM RTA FOR MECHANIC SERVICES	7/1/2025							4,000.00	
507599,	RECLASS FROM G7620 EL POMAR TO G3430 TO TOBACCO	7/31/2025		(1,814.60)						
508101,	RECLASS SOFTWARE EXPENSES TO PW	8/31/2025								
507673,	TO TRUE-UP THE LAND PRES. Rev through 07/31, Jan-May co	7/31/2025								
508125,	RECLASS FROM TRAILS TO GENERAL FUND	8/31/2025								
508152,	RECORD POSTAGE REFUND	7/31/2025								
GBI 509001,	Weed District Rent September 2025	9/1/2025							765.00	
GBI 508002,	Weed District Rent August 2025	8/1/2025							765.00	
508287,	Reclass Computer to CH	8/1/2025		(525.00)						
508290,	COPIES BLACK AUG 2025	8/31/2025	(5.40)	(13.84)					(18.53)	
508291,	COPIES COLOR AUG 2025	8/31/2025	(10.26)	(7.20)					(77.58)	
508292,	POSTAGE USE AUG 2025	8/31/2025								
508295,	PUBLIC HEALTH PHOTOCOPY - AUG	8/31/2025		(181.76)						
508297,	LANDFILL ALLOCATION AUGUST	8/31/2025								
Void 163790	Napa Auto Parts	8/8/2025								
508298,	REC MED.DEN/FLEX/RX CHECKS AUG	8/31/2025								
508391,	RECLASS PORTION AUG PR TO CH-PAYLOCITY ALLOCATION E	8/31/2025		(2.61)						
508411,	REVERSE CASH SHORTFALLS FUND 270 & 304	8/31/2025		(79,500.00)						
508412,	CASH TRANSFERS FOR AUGUST SHORTFALLS	8/31/2025								
508413,	REVERSE TREASURER FEES	8/31/2025								
GNI,	PCARD IMPORT JULY 2025	7/31/2025	(8,122.34)	(15,497.80)					(1,775.00)	
AP,	AP CLEARING AUGUST 2025	8/31/2025	(7,218.11)	(38,786.90)					(2,191,718.68)	
508392,	REVENUE CLEARING AUGUST 2025	8/31/2025	262,575.91	241,890.05					2,048,247.16	
508387,	PAYROLL IMPORT AUGUST 2025	8/31/2025	(183,861.02)	(122,463.11)					(84,832.72)	
508389,	PAYROLL TRANSFER (BMO TRF) AUGUST 2025	8/31/2025								
TOTALS			58,835.26	(28,521.26)	-	-	-	-	(233,163.47)	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-25

JE's	Description	Finance Business Date	12 Sales Tax	13 Land Preservation	30 Mosquito Control	32 Sage Grouse	34 Risk Management	43 Capital Expenditures	50 Sewer Fund	50 Sewer Bond Reserve
			12 11900	13 11900	30 11900	32 11900	34 11900	43 11900	50 11900	50 11101
508080,	STND1: VEHICLE/EQUIPMENT RENT								(354.17)	
508081,	STND2: BUDGETED INTERFUND TRANSFERS				1,675.00				(3,749.56)	
508082,	STND3: MAPPING SYSTEM CHARGES									
508083,	STND4: TELEPHONE/FAX SYSTEM CHARGES									
508084,	STND5: COMPUTER SYSTEM CHARGES									
507598,	TRNS FROM RTA FOR MECHANIC SERVICES	7/1/2025								
507599,	RECLASS FROM G7620 EL POMAR TO G3430 TO TOBACCO	7/31/2025								
508101,	RECLASS SOFTWARE EXPENSES TO PW	8/31/2025								
507673,	TO TRUE-UP THE LAND PRES. Rev through 07/31, Jan-May co	7/31/2025	(7,119.17)	7,119.17						
508125,	RECLASS FROM TRAILS TO GENERAL FUND	8/31/2025								
508152,	RECORD POSTAGE REFUND	7/31/2025								
GBI 509001,	Weed District Rent September 2025	9/1/2025								
GBI 508002,	Weed District Rent August 2025	8/1/2025								
508287,	Reclass Computer to CH	8/1/2025								
508290,	COPIES BLACK AUG 2025	8/31/2025								
508291,	COPIES COLOR AUG 2025	8/31/2025								
508292,	POSTAGE USE AUG 2025	8/31/2025								
508295,	PUBLIC HEALTH PHOTOCOPY - AUG	8/31/2025								
508297,	LANDFILL ALLOCATION AUGUST	8/31/2025				13,062.72				
Void 163790	Napa Auto Parts	8/8/2025								
508298,	REC MED.DEN/FLEX/RX CHECKS AUG	8/31/2025								
508391,	RECLASS PORTION AUG PR TO CH-PAYLOCITY ALLOCATION E	8/31/2025								
508411,	REVERSE CASH SHORTFALLS FUND 270 & 304	8/31/2025								
508412,	CASH TRANSFERS FOR AUGUST SHORTFALLS	8/31/2025					7,500.00	70,000.00		
508413,	REVERSE TREASURER FEES	8/31/2025								
GNI,	PCARD IMPORT JULY 2025	7/31/2025								
AP,	AP CLEARING AUGUST 2025	8/31/2025	(168,113.71)		(17,966.66)		(7,312.71)	(77,698.01)	(4,538.69)	
508392,	REVENUE CLEARING AUGUST 2025	8/31/2025	628,531.28	75,317.22						
508387,	PAYROLL IMPORT AUGUST 2025	8/31/2025							(1,381.19)	
508389,	PAYROLL TRANSFER (BMO TRF) AUGUST 2025	8/31/2025								
	TOTALS		453,298.40	82,436.39	(16,291.66)	13,062.72	187.29	(7,698.01)	(10,023.61)	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-25

JE's	Description	Finance Business Date	71	72	80	82	90	90	91	92
			Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900
508080,	STND1: VEHICLE/EQUIPMENT RENT				54,564.30	(156.25)				
508081,	STND2: BUDGETED INTERFUND TRANSFERS				(8,108.83)	(7,638.09)			(3,708.50)	(1,166.67)
508082,	STND3: MAPPING SYSTEM CHARGES					13,937.00				
508083,	STND4: TELEPHONE/FAX SYSTEM CHARGES				(45.00)	7,786.33				
508084,	STND5: COMPUTER SYSTEM CHARGES				(460.00)	45,786.76				
507598,	TRNS FROM RTA FOR MECHANIC SERVICES	7/1/2025								(4,000.00)
507599,	RECLASS FROM G7620 EL POMAR TO G3430 TO TOBACCO	7/31/2025								
508101,	RECLASS SOFTWARE EXPENSES TO PW	8/31/2025								
507673,	TO TRUE-UP THE LAND PRES. Rev through 07/31, Jan-May co	7/31/2025								
508125,	RECLASS FROM TRAILS TO GENERAL FUND	8/31/2025								
508152,	RECORD POSTAGE REFUND	7/31/2025				(57.84)				
GBI 509001,	Weed District Rent September 2025	9/1/2025								
GBI 508002,	Weed District Rent August 2025	8/1/2025								
508287,	Reclass Computer to CH	8/1/2025								
508290,	COPIES BLACK AUG 2025	8/31/2025				686.45				
508291,	COPIES COLOR AUG 2025	8/31/2025				2,104.57				
508292,	POSTAGE USE AUG 2025	8/31/2025				1,878.18				
508295,	PUBLIC HEALTH PHOTOCOPY - AUG	8/31/2025				221.76				
508297,	LANDFILL ALLOCATION AUGUST	8/31/2025								
Void 163790	Napa Auto Parts	8/8/2025			4.14					
508298,	REC MED.DEN/FLEX/RX CHECKS AUG	8/31/2025					(90,381.16)	94,058.08		
508391,	RECLASS PORTION AUG PR TO CH-PAYLOCITY ALLOCATION E	8/31/2025								
508411,	REVERSE CASH SHORTFALLS FUND 270 & 304	8/31/2025								
508412,	CASH TRANSFERS FOR AUGUST SHORTFALLS	8/31/2025			407,000.00	99,000.00				
508413,	REVERSE TREASURER FEES	8/31/2025								
GNI,	PCARD IMPORT JULY 2025	7/31/2025			(787.91)	(23,647.77)	(448.68)			
AP,	AP CLEARING AUGUST 2025	8/31/2025			(391,662.35)	(103,142.33)	(68,160.60)		(281,250.00)	(478,266.44)
508392,	REVENUE CLEARING AUGUST 2025	8/31/2025							342,281.11	599,542.95
508387,	PAYROLL IMPORT AUGUST 2025	8/31/2025			(68,127.23)	(40,910.93)	269,953.48			
508389,	PAYROLL TRANSFER (BMO TRF) AUGUST 2025	8/31/2025								
TOTALS			-	-	(7,622.88)	(4,152.16)	110,963.04	94,058.08	57,322.61	116,109.84

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-25

JE's	Description	Finance Business Date	93	95	95
			Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
508080,	STND1: VEHICLE/EQUIPMENT RENT				
508081,	STND2: BUDGETED INTERFUND TRANSFERS				
508082,	STND3: MAPPING SYSTEM CHARGES				
508083,	STND4: TELEPHONE/FAX SYSTEM CHARGES		(45.00)		
508084,	STND5: COMPUTER SYSTEM CHARGES		(235.00)		
507598,	TRNS FROM RTA FOR MECHANIC SERVICES	7/1/2025			
507599,	RECLASS FROM G7620 EL POMAR TO G3430 TO TOBACCO	7/31/2025			
508101,	RECLASS SOFTWARE EXPENSES TO PW	8/31/2025			
507673,	TO TRUE-UP THE LAND PRES. Rev through 07/31, Jan-May co	7/31/2025			
508125,	RECLASS FROM TRAILS TO GENERAL FUND	8/31/2025			
508152,	RECORD POSTAGE REFUND	7/31/2025			
GBI 509001,	Weed District Rent September 2025	9/1/2025			
GBI 508002,	Weed District Rent August 2025	8/1/2025			
508287,	Reclass Computer to CH	8/1/2025			
508290,	COPIES BLACK AUG 2025	8/31/2025			
508291,	COPIES COLOR AUG 2025	8/31/2025			
508292,	POSTAGE USE AUG 2025	8/31/2025			
508295,	PUBLIC HEALTH PHOTOCOPY - AUG	8/31/2025			
508297,	LANDFILL ALLOCATION AUGUST	8/31/2025			
Void 163790	Napa Auto Parts	8/8/2025		(4.14)	
508298,	REC MED.DEN/FLEX/RX CHECKS AUG	8/31/2025			
508391,	RECLASS PORTION AUG PR TO CH-PAYLOCITY ALLOCATION E	8/31/2025			
508411,	REVERSE CASH SHORTFALLS FUND 270 & 304	8/31/2025			
508412,	CASH TRANSFERS FOR AUGUST SHORTFALLS	8/31/2025			
508413,	REVERSE TREASURER FEES	8/31/2025			
GNI,	PCARD IMPORT JULY 2025	7/31/2025	(115.00)		
AP,	AP CLEARING AUGUST 2025	8/31/2025		8,246,469.25	
508392,	REVENUE CLEARING AUGUST 2025	8/31/2025			
508387,	PAYROLL IMPORT AUGUST 2025	8/31/2025	(5,330.63)		
508389,	PAYROLL TRANSFER (BMO TRF) AUGUST 2025	8/31/2025			1,473,404.02
TOTALS			(5,725.63)	8,246,465.11	1,473,404.02

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/16/2025

TREASURER'S MONTHLY REPORT FOR AUGUST 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	1,063,668.22	9,272,424.22	(338,851.23)	9,997,241.21
Due from Tre-Road & Bridge	5,954,487.83	122,039.42	(62,337.36)	6,014,189.89
Due from Tre-Human Services	1,134,465.57	67,256.56	(127.29)	1,201,594.84
Due from Tre-Public Health Agency	488.88	47,564.29	(28,996.27)	19,056.90
Due from Tre-Conservation Trust	372,755.70	1,240.07	-	373,995.77
Due from Tre-Bond Fund	1,417,849.26	4,716.84	-	1,422,566.10
Due from Tre-Airport	1,895,221.28	80,980.36	(235,317.55)	1,740,884.09
Due from Tre-Sales Tax	5,413,101.36	478,043.27	(52.12)	5,891,092.51
Due from Tre-Land Preservation	2,209,032.23	90,059.54	-	2,299,091.77
Due from Tre-Mosquito	72,187.72	978.14	(16,323.22)	56,842.64
Due from Tre-Sage Grouse	444,467.43	14,584.81	-	459,052.24
Due from Tre-Risk Management	40.95	188.05	-	229.00
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	86.70	7,869.86	(7,698.01)	258.55
Due from Tre-Sewer	1,041,588.22	137,445.67	(21,342.25)	1,157,691.64
Due from Tre-Water	1,008,642.45	3,527.96	(26,657.84)	985,512.57
Due from Tre-Solid Waste	556,657.99	212,742.74	(120,868.59)	648,532.14
Due from Tre-Housing Authority	5,566,688.02	197,681.25	(3,943,096.21)	1,821,273.06
Due from Tre-Gunn Sr Housing	211,743.30	2,070.22	-	213,813.52
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	5,241.18	2,584.15	(7,648.72)	176.61
Due from Tre-Internal Service II	6,815.93	63.41	(6,152.77)	726.57
Due from Tre-Insurance Trust	2,672,870.31	123,769.50	-	2,796,639.81
Due from Tre-Local Marketing District	2,063,573.49	64,378.31	-	2,127,951.80
Due from Tre-Rural Trans Auth	5,576,738.15	142,442.12	(73.69)	5,719,106.58
Due from Tre-Public Trustee Agency	12.05	10,000.00	(5,825.63)	4,186.42
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	75.00	(75.00)	-
Due from Tre-Treas Fees	-	23,570.24	(23,570.24)	-
Due from Tre-Health Claims	93,696.20	94,058.08	(185,584.04)	2,170.24
Due from Tre-Landfill Closure	1,454,824.14	4,839.84	-	1,459,663.98
Due from Tre-Landfill Cons Resv	2,080,088.54	6,919.94	-	2,087,008.48
Due from Tre-Payroll Clearing	6,629.70	1,473,404.02	(1,478,334.74)	1,698.98
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	-	233.34	-	233.34
Due from Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	515,958.52	8,247,669.48	(7,311,900.14)	1,451,727.86
Due from Tre-Finance Revenue Clearing	44,334.69	14,881,167.76	(14,881,167.76)	44,334.69
Due from Tre-Water Resource	51,916.15	172.71	-	52,088.86
Due from Tre-Workforce Impact Fees	415,877.26	1,383.52	-	417,260.78
Due from Tre-Living Community	30,331.62	8,045.68	(30,636.65)	7,740.65
COUNTY FUNDS TOTAL	43,856,599.19	35,826,190.37	(28,732,637.32)	50,950,152.24
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	14,718.09	9,693.81	(14,760.45)	9,651.45
Due from Tre-Crested Butte Street/Alley	25,563.67	6,951.04	(25,772.20)	6,742.51
Due from Tre-Gunnison City General	16,410.44	7,171.36	(16,489.03)	7,092.77
Due from Tre-Marble General	1,621.55	1,040.50	(1,638.19)	1,023.86
Due from Tre-Mt Crested Butte General	92,313.78	23,769.80	(94,055.08)	22,028.50
Due from Tre-Pitkin General	834.11	461.63	(840.09)	455.65
CITIES AND TOWNS TOTAL	151,461.64	49,088.14	(153,555.04)	46,994.74
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	601,321.96	257,722.99	(606,870.27)	252,174.68
Due from Tre-Gunn RE1J Bond	242,689.69	70,425.46	(245,389.47)	67,725.68
Due from Tre-Delta 50J General	83,050.84	7,764.19	(83,053.29)	7,761.74
Due from Tre-Delta 50J Bond	10,827.62	144.42	(10,827.62)	144.42
Due from Tre-Montrose RE1J General	5,618.67	2,295.21	(5,622.10)	2,291.78
Due from Tre-Montrose RE1J Bond	406.74	121.12	(406.74)	121.12
Due from Tre-Reij 2014 Mill Override	64,243.03	18,689.60	(65,004.85)	17,927.78

SCHOOLS TOTAL	1,008,158.55	357,162.99	(1,017,174.34)	348,147.20
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	713.09	650.00	(713.09)	650.00
Due From Tre-Gunn Rising #3	2.90	2.64	(2.90)	2.64
Due From Tre-Gunn Rising #4	2.26	2.05	(2.26)	2.05
Due from Tre-CO River Water CD	17,378.95	6,360.80	(17,651.25)	6,088.50
Due from Tre-Reserve MD2	8,921.75	1,257.92	(8,938.27)	1,241.40
Due from Tre-Mt Crested Butte DDA	57,969.96	10,617.35	(58,288.48)	10,298.83
Due from Tre-Bostwick Park Water CD	46.07	14.72	(46.07)	14.72
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	14,754.91	6,578.80	(14,892.36)	6,441.35
Due from Tre-Mt CB Water/San	56,530.35	15,185.79	(57,659.60)	14,056.54
Due from Tre-East River Regional SD	3,955.03	2,729.74	(4,125.72)	2,559.05
Due from Tre-Cemetery	6,367.63	3,313.42	(6,467.05)	3,214.00
Due from Tre-Gunn Co Metro Rec Dist	31,146.40	11,898.84	(31,552.54)	11,492.70
Due from Tre-N Fork Water CD	922.23	127.86	(922.85)	127.24
Due from Tre-Skyland MD	19,634.37	5,803.30	(19,707.58)	5,730.09
Due from Tre-Upper Gunn Water CD	60,022.69	22,850.28	(60,808.83)	22,064.14
Due from Tre-Crested Butte Fire PD	194,976.26	64,387.53	(197,413.33)	61,950.46
Due from Tre-Gunn Co Fire PD	25,428.28	15,375.05	(25,936.42)	14,866.91
Due from Tre-Carbondale & Rural Fire PD	5,591.86	4,758.35	(6,569.25)	3,780.96
Due from Tre-Ragged Mt Fire PD	3,170.07	585.97	(3,170.07)	585.97
Due from Tre-Arrowhead Fire PD	1,626.44	1,169.84	(1,651.92)	1,144.36
Due From Tre-Library General Fund	70,594.60	25,836.84	(71,700.39)	24,731.05
Due From Tre-Reserve MD#2 BOND 2016A	56,605.61	3,860.48	(56,652.72)	3,813.37
Due From Tre-North Fork Ambulance Health Service D	17,099.91	1,563.48	(17,106.65)	1,556.74
Due From Tre-Reserve MD #2 BOND 2016B	3,482.30	491.02	(3,488.75)	484.57
Due From Tre-Reserve MD #2 BOND 2016C	3,093.36	436.17	(3,099.09)	430.44
Due From Tre-Crested Butte Fire PD Bond	54,473.38	17,990.57	(55,154.35)	17,309.60
Due From Tre-Gunn Co Metro Rec North	44,454.01	14,171.29	(44,716.00)	13,909.30
IMPROVEMENT DISTRICTS TOTAL	758,964.67	238,020.10	(768,437.79)	228,546.98
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	570,261.92	674,401.21	(764,912.13)	479,751.00
Due from Tre-Clerk Sales Tax	193.50	72,187.27	(72,129.52)	251.25
Due from Tre-SOT	-	293,720.93	(293,720.93)	-
Due from Tre-State Auto	-	344,452.21	(344,452.21)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,920.00	(1,920.00)	-
Due from Tre-Clerk State Registrar	-	288.00	(288.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	938.00	(938.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	173,281.24	(173,281.24)	-
Due from Tre-Treas Deed	4,094.62	-	-	4,094.62
Due from Tre-Unused Remittances	118.64	-	-	118.64
Due from Tre-Elected Official Fees Clrg	24,206.69	84,577.12	(79,653.36)	29,130.45
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	598,875.37	1,645,765.98	(1,731,295.39)	513,345.96
GRAND TOTALS	46,374,059.42	38,116,227.58	(32,403,099.88)	52,087,187.12

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of August 2025

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
August 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	27,873.65			Cash	
BMO	1101	477,727.04	0.00%		Chkg	
BMO CC	1103	328,016.55	0.00%		Chkg	
BMO MM	1104	3,055,616.86	3.13%		MM	
Wells Fargo Warrant Clearing	1145	1,831,622.04	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	13,692,058.11	0.00%		Chkg	
Colostrust Plus	1118	1,410,448.81	4.37%		Pool	
C-Safe	1121	2,480,849.46	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	42,881.48	1.98%			
TOTAL CASH AND CHECKING		23,501,255.70		45.12%		
INVESTMENTS						
United Fidelity Bank GA56	1189	248,964.83	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,770.79	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,251.21	5.05%		CD	3/23/26
FHLB ATB55	1204	500,501.00	4.00%		AG	9/29/26
FHLMC GXN91	1207	703,093.68	4.00%		AG	8/24/27
Discover Bank 3N361	1209	243,734.08	3.45%		CD	7/29/26
US Treasury CCF68	1210	488,280.00	0.75%		T	5/31/26
FHLMC GXYD0	1212	499,630.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	243,174.75	3.45%		CD	6/29/27
American Express AD582	1214	242,959.64	3.40%		CD	6/29/27
FHLB ARUR0	1217	495,404.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	491,405.00	0.50%		T	2/28/26
FHLB ARC388	1220	586,096.80	2.30%		AG	3/29/27
FHLB AR7M7	1221	499,062.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	484,610.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	496,289.50	1.00%		AG	12/30/25
FHLB APLK9	1225	485,269.00	1.28%		AG	10/28/26
FHLB APH40	1226	484,274.00	1.06%		AG	10/21/26
FHLB ANG95	1227	487,198.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	236,956.65	0.85%		cd	9/30/26
FHLB ANJK7	1229	970,760.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	347,120.20	0.75%		AG	11/28/25
FHLB AMJN3	1234	489,378.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	489,491.00	1.00%		AG	5/20/26
FHLB AMDV1	1236	489,954.50	1.05%		AG	5/12/26
FHLB ALW67	1238	490,804.00	1.10%		AG	4/22/26
FHLB ALV68	1240	491,526.00	1.03%		AG	3/30/26
FHLB ALM43	1241	498,586.50	0.75%		AG	9/30/25
FHLB ALMM3	1242	491,441.50	1.00%		AG	3/30/26
FHLB AKWS1	1243	492,026.50	0.53%		AG	2/17/26
FHLB ALA53	1244	491,832.50	0.60%		AG	2/25/26
FCB EMJT0	1245	485,331.28	0.60%		AG	12/9/25
FAMC 2B3F5	1246	297,697.80	0.60%		AG	11/20/25
FHLMC GXAP9	1248	496,552.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	241,472.00	0.40%		CD	9/30/25
Western States Bank	1309	538,762.19	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	239,600.67	3.52%		CD	9/21/25
Redstone Bank	1449	258,033.27	4.15%		CD	10/20/25
Morgan Stanley DGT9	1489	251,434.04	5.05%		CD	11/8/28
FHLB 1AC1	1496	605,122.20	5.30%		AG	5/1/29
FNMA GAUJ8	1499	283,610.05	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	496,926.00	4.00%		AG	9/13/29
FCB ERLV2	1501	999,819.00	4.62%		AG	10/1/29
FHLB B33X9	1502	499,799.50	4.50%		AG	10/9/29
FHLMC HAQR7	1504	500,114.00	4.65%		AG	10/9/29
First National Bank Oxford	1507	244,809.14	4.40%		CD	12/11/29
Truist Bank	1508	245,063.21	4.50%		CD	12/19/29
FNMA GA3M9	1509	called				
FNMA GAA90	1510	called				
FHLB B5PR3	1511	501,530.50	4.30%		AG	3/25/30
FHLMC HBLR0	1512	494,675.50	4.13%		AG	4/29/30
FHLB B5ZD3	1513	499,458.00	4.23%		AG	1/24/28
FHLB B5ZF8	1514	500,205.50	4.75%		AG	4/24/30
FNMA GAH77	1515	499,688.50	4.32%		AG	11/15/28
Morgan Stanley Private Bank	1516	247,282.66	4.25%		CD	6/12/28
Valley National Bank	1517	246,641.01	4.15%		CD	6/12/28
FHLB B6NA0	1518	500,753.50	4.25%		AG	6/5/28
FHLB B6PF7	1519	255,300.39	4.20%		AG	6/17/30
FCB ETNA1	1520	500,721.50	4.50%		AG	6/7/28
FCB ETGU52	1521	250,121.75	4.52%		AG	5/14/30
FHLB B6E83	1522	1,004,007.00	4.09%		AG	5/22/30
FCB ETPM3	1523	499,860.00	4.44%		AG	7/14/28
FHLB B76A7	1524	499,193.00	4.30%		AG	9/21/28
FCB ETYP0	1525	499,766.00	4.49%		AG	5/20/30
FCB ETUC9	1526	249,579.75	4.07%		AG	8/21/28
TOTAL INVESTMENTS		28,587,777.04		54.88%		
Cash per Treasurer's Ledger		52,089,032.74		100.00%		
Plus Pending Disbursements		(1,845.62)				
Total Due to All Funds		52,087,187.12				