

1 - 20210601agd

2 - Scheduling

3a - Task Order Contract 2022_0237_CDPHE Food inspections Funds

3b - Contractor Agreement_Trestle Strategy Group

3c - Grant Application_Gunnison Co Juvenile Diversion Directors salary funds

3d - Grant Agreement Approval_Caring for Colorado_Vaccine Equity

3e - MOU_Gunnison Co HHS, Hinsdale Co_Performance Contract_Works, Child Care Programs

3f - MOU_Gunnison Co HHS_Performance Contract_Works, Child Care Programs

3g - Amendment 5 to Core Public Health Svcs Contract

3h - Acknowledgement Letter_Gunnison Co HHS_Enhancing Detection of Covid 19_Expansion 2

3i - Commercial Lease Agreement - Drug Test West

3j - Approval for Purchase_Airport Parking Lot WPS System

3k - Release and Agricultural Lease_Airport property_Joe Schultheis

3l - Release and Agricultural Lease_Airport property_Todd Shallbetter

3m - Contractor Agreement_Cesare Inc_Airport Terminal Project, Special Consultant

3n - Letter to White River Natl Forest_Grail_Warner_Collaboration on CR3 request

4a - Funding Request_Aspphalt Paving

4b - Approval for Purchase_Public Works_Tractor and Mower

4c - Approve Master Agreement_White River Natl Forest

5 - Public Hearing_Street Vacation_LaVeta Addition_Pitkin

6 - Lot Cluster_LaVeta Addition, Pitkin_Chris_Fawn Romero

7 - Resolution_Opposing PAUSE Act

8 - Discussion and Recommendations_Land Use Resolution

**GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

DATE: Tuesday, June 1, 2021

Page 1 of 2

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order; Agenda Review
 - 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. Task Order Contract, 2022*0237, Waiver #154; Colorado Department of Public Health and Environment; to provide food inspections in Gunnison County Retail Food Establishments, Child Care Facilities, and Schools; 7/1/2021 to 6/30/2024; \$15,000
 2. Contractor Agreement; Trestle Strategy Group LLC; 6/01/2021 to 12/31/2021; \$124,000
 3. Grant Application; Colorado Division of Criminal Justice; Gunnison County Juvenile Diversion Program; Funding towards the Program Director's salary; \$35,000
 4. Grant Agreement Approval; Caring for Colorado/Colorado Centennial Fund; Gunnison County Department of Health and Human Services for Gunnison County Vaccine Equity Effort; 5/17/2021 to 1/16/2022; \$35,164
 5. Memorandum of Understanding; Colorado Department of Human Services and Hinsdale County; Performance Contract for the Works Program and Child Care Program; 7/01/2021 to 6/30/2024, reaffirmed annually
 6. Memorandum of Understanding; Colorado Department of Human Services and Gunnison County; Performance Contract for the Works Program and Child Care Program; 7/01/2021 to 6/30/2024, reaffirmed annually
 7. Amendment #5 to the Core Public Health Services Contract; Colorado Department of Public Health and Environment; 7/01/2021 to 6/30/2022; \$57,054
 8. Acknowledgement Letter for Gunnison County Health and Human Services; Early Learning and Childcare (ELC); Enhancing Detection of COVID 19, Expansion #2; Scope of Work, Allowability Roadmap, Federal Provision; Service from 5/10/21 to 7/31/23; \$693,498
 9. Commercial Lease Agreement; Michael Barnes and Chris Osmundson d/b/a Drug Test West, Inc; 725 S. 10th Street, Unit A-1, Gunnison, Colorado; 4/01/2021 to 3/31/2022; \$350 monthly plus \$325 security deposit
 10. Approval for Purchase; Airport Terminal New Parking Lot; WPS Parking System; \$78,045
 11. Release and Agricultural Lease; Joe Schultheis; Property / Water Rights south of "UMPTRA Haul Rd" as described in Appendix A, Except for 5.5 acres reserved for Observatory site; 2/01/2021 to 6/30/2022; \$25 per ton of hay produced; \$10/\$5 per AUM (Animal Units per Month)
 12. Release and Agricultural Lease; Todd Shallbetter; Property / Water Rights north of "UMPTRA Haul Rd" as described in Appendix A; 2/01/2021 to 6/30/2022; \$25 per ton of hay produced; \$10/\$5 per AUM
 13. Contractor Agreement; Cesare, Inc; Airport Terminal Project; Special Consultant; 4/01/2021 to 6/01/2021; \$51,134
 14. Letter to White River National Forest; Recreation Manager, Shelly Grail; District Ranger, Kevin Warner; Requesting Collaboration on challenges related to County Road 3, connecting the Town of Marble to the Lead King Loop trailhead
- 8:35am
- County Manager's Reports
 1. Delegation of Authority to Execute Easement for City Intersection Project
- 8:40 am
- Deputy County Manager's Reports and Project Updates:
 1. Funding Request; Asphalt Paving

*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, June 1, 2021

Page 2 of 2

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

2. Approval for Purchase; Public Works; John Deer 6120R Tractor and ALAMO Samurai 22 Side Boom Mower; \$107,500 and \$66,878
3. Approval of Cooperative Forest Road Agreement; U.S. Department of Agriculture, Forest Service, White River National Forest; 5-Year Agreement; Schedule A - Joint Road Maintenance Plan

- 8:50 am • Public Hearing; Street Vacation, LaVeta Addition to the Town of Pitkin; Streets and Alleys adjacent to Lots 1-4, Block 32, Lots 1-4, Block 33, and Lots 1-32, Block 24; Christopher M. Romero
- 9:10 am • Lot Cluster Agreement and Declaration; Lots 1-4, Block 32, Lots 1-4, Block 33, and Lots 1-32, Block 24; LaVeta Addition to the Town of Pitkin; Christopher M. Romero and Fawn Romero
- 9:15 am • Resolution: A Resolution Opposing the Proposed Ballot Initiative 16 "Protect Animals from Unnecessary Suffering and Exploitation" (PAUSE) Act
- 9:20 am • Discussion and Recommendations; Land Use Resolution (LUR) Amendments; Regarding LUR Section 13-105; Residential Building Sizes and Lot Coverages
- 9:40 am • **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting

<https://us02web.zoom.us/j/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

June 1, 2021 – July 31, 2021
As of 5/28/2021

Board of County Commissioners

1. **BOCC Regular Meeting**
June 1, 2021, All Day @ BOCC Boardroom
[More Details](#)
2. **Mayors & Managers Meeting - Hosted by Western Colorado University**
June 3, 2021, 12:00 PM - 1:30 PM
[More Details](#)
3. **BOCC Work Session (CANCELED)**
June 8, 2021, All Day @ BOCC Boardroom
[More Details](#)
4. **BOCC Regular Meeting**
June 15, 2021, All Day @ BOCC Boardroom
[More Details](#)
5. **BOCC Work Session & Special Meeting**
June 22, 2021, All Day @ BOCC Boardroom
[More Details](#)
6. **Mayors & Managers Meeting - Hosted by Town of Pitkin**
July 1, 2021, 12:00 PM - 1:30 PM
[More Details](#)
7. **BOCC Regular Meeting**
July 6, 2021, All Day @ BOCC Boardroom
[More Details](#)
8. **BOCC Work Session**
July 13, 2021, All Day @ BOCC Boardroom
[More Details](#)
9. **BOCC Regular Meeting**
July 20, 2021, All Day @ BOCC Boardroom
[More Details](#)
10. **Joint Meeting; Gunnison County Board of County Commissioners and Crested Butte Town Council**
July 21, 2021, All Day @ TBD
[More Details](#)
11. **BOCC Work Session**
July 27, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

1. **Holiday - Independence Day (observed) - Offices Closed**
July 5, 2021, All Day
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
June 15, 2021, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order Contract, 2022*0237, Waiver #154; Color

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Consumer Protection contract to provide food establishment inspections in Gunnison County

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/13/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT 2022*0237
ROUTING NO.

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Division of Environmental Health and Sustainability
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333
CONTRACTOR DUNS: 133115220

CONTRACT MADE DATE: 4/22/2021

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

BILLING STATEMENTS RECEIVED:
Quarterly

TERM:
This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2021,
whichever is later. The contract shall end on 06/30/2024.

STATUTORY AUTHORITY: 25-4-1607(10), C.R.S.

CLASSIFICATION: Contractor

PROCUREMENT METHOD:
Exempt

CONTRACT PRICE NOT TO EXCEED: \$15,000.00
FEDERAL FUNDING DOLLARS: \$0.00
STATE FUNDING DOLLARS: \$15,000.00
OTHER FUNDING DOLLARS: \$0.00
Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22-24: \$15,000.00

LAW SPECIFIED VENDOR STATUTE:
N/A

STATE REPRESENTATIVE:
Sean Scott
Deputy Director
DEHS - A2
4300 Cherry Creek Drive S.
Denver, CO 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Gunnison County Department of Health and
Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

PROJECT DESCRIPTION:

Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions
- Exhibit B - Statement of Work
- Exhibit C - Budget
- Exhibit D - Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE

Contract Routing Number: 2022*0237

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County Department of Health and Human Services	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

-- Signature Page End --

ADDITIONAL PROVISIONS
To Task Order Contract Dated 04/22/2021 Task Order Routing Number 2022*0237

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

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

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Joe Lomeli, Administrative and Business Services Unit Manager, Joe.lomeli@state.co.us

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

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

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

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

EXHIBIT A

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

4. The State, at its discretion, shall have the option to extend the term under this Task Order beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Task Order. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original Task Order. The total duration of this Task Order shall not exceed 5 years.
5. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Task Order and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Task Order.

STATEMENT OF WORK
To Original Contract Number 2022*0237

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. This project will inspect and assure regulatory compliance in retail food establishments, child care facilities and schools.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.	
Objective #1: No later than the expiration date of this contract, the Contractor shall provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall conduct on-site routine inspections of each retail food establishment twice per year or at a frequency determined by a risk-based methodology approved by the State. 2. The Contractor shall conduct interventions and re-inspections for those retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure. 3. The Contractor shall record inspection, intervention and compliance data into the State's digital database or the Contractor's digital database no later than five (5) working days after the last day of each month. 4. The Contractor shall complete semi-annual progress reports when requested by the State. 5. The Contractor shall complete an electronic data transfer report at a minimum of each quarter, if not using the State's digital database.
Primary Activity #2	The Contractor shall uniformly implement and administer the <i>Food Protection Act</i> .

EXHIBIT B

Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or Contractor-specific data system(s), and remit the State's \$43.00 portion of applicable licensing fee to DEHS upon receipt of payment. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days. <ol style="list-style-type: none"> a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks. b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall enroll and maintain progress in the US Food and Drug Administration's (FDA) VNRFPS as staffing resources allow. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 7. The Contractor shall participate in the State's data standardization efforts.
Primary Activity #3	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.</p>
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall inspect each licensed child care facility once every two years or on a risk-based inspection frequency approved by the State. <ol style="list-style-type: none"> a. The Contractor shall inspect guest child care and public services short-term child care if operating in their jurisdiction annually. 2. The Contractor shall record inspection, intervention and compliance data into the Contractor's digital database or the State's digital database no later than five (5) working days after the last day of each month. 3. The Contractor shall review all plans submitted by child care facilities, if required by the agency and provide written response within two weeks of submittal. 4. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall participate in individual and statewide trainings offered by DEHS for the child care program or supporting data system(s).
Primary Activity #4	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.</p>
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall inspect each school that contains a laboratory or shop (high-risk school) once per year. 2. The contractor shall inspect each school that does not contain a laboratory or shop (low-risk school) at least once every three years. 3. The Contractor shall record inspection, intervention and compliance data into the Contractor's digital database or the State's digital database no later than five (5) working days after the last day of each month. 4. The Contractor shall review and approve plans submitted by schools.

EXHIBIT B

	<ol style="list-style-type: none"> 5. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
Standards and Requirements	<ol style="list-style-type: none"> 1. The Contractor shall comply with the <i>Food Protection Act, C.R.S. 25-4-1601, et.seq.</i> This document is incorporated and made part of this contract by reference and is available on the following website: https://www.colorado.gov/pacific/sites/default/files/DEHS_RetailFd_FoodProtectionAct_RFLaw_25-4-16.pdf <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=5192 <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 3. The Contractor shall comply with the <i>Core Public Health Services regulations, the Rules and Regulations Governing Schools</i>, and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. 4. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). <ol style="list-style-type: none"> a. If extenuating circumstances, cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion) c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities. 5. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the eligibility requirements (including compliance with VNRFPS standard number 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 6. If the Contractor chooses to communicate inspection results to the public, the Contractor shall use the State-approved methodology. 7. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine: <ol style="list-style-type: none"> a. An accurate and complete inventory of existing retail food establishments; b. The number of inspections conducted; c. Completion rates for required inspections and interventions;

EXHIBIT B

	<p>d. The number of food-borne illness and critical item violations cited;</p> <p>e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected;</p> <p>f. Whether the required inspection frequency was met; and</p> <p>g. The number of enforcement actions taken to obtain compliance in retail food establishments.</p> <p>8. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm and is incorporated and made part of this contract by reference.</p> <p>9. Progress in the US Food and Drug Administration's (FDA) VNRFPS will include:</p> <p>a. Participation in statewide committees for the development of the State requirements for a particular standard.</p> <p>b. Demonstration of advancement toward compliance with VNRFPS standard number 2 assuring retail food inspectors meet national criteria for appropriate training and education to adequately perform required inspections and interventions.</p> <p>c. Demonstration of advancement toward compliance with VNRFPS standard number 3 assuring inspection focus on critical item risk factors, the correction of documented deficiencies, and assuring the focus of inspections on the highest risk establishments.</p> <p>d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS.</p> <p>e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS.</p> <p>10. The Contractor shall use the State inspection form, or a form approved by the State, and mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishments inspection.</p> <p>11. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of schools and child care facilities in accordance with Section 5 of 6 CCR 1014-7, <i>Core Public Health Services</i>, when sufficient appropriations are absent.</p> <p>a. The Contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.</p> <p>12. The Contractor shall maintain adequate inspection and compliance records for schools and child care establishments in a digital database in order for DEHS to determine:</p> <p>a. An accurate and complete inventory of existing child care facilities;</p> <p>b. The number of inspections conducted;</p> <p>c. The number of critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected;</p> <p>d. Completion rates for required inspections; and,</p> <p>e. Whether the required inspection frequency was met.</p> <p>13. The contractor shall follow the Child Care Inspection Training Standards for employees when conducting inspections in child care facilities.</p> <p>14. The Contractor shall adhere to the School Self-Certification Guidance issued by DEHS, if conducting self-certification inspections.</p> <p>15. The contractor shall follow the School Inspection Training Standards for employees conducting inspections in schools.</p> <p>16. DEHS will provide the following report templates to the Contractor:</p> <p>a. semi-annual progress report template or other reporting method</p>
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EXHIBIT B

	<p>b. quarterly inspection and compliance progress summary template</p> <p>17. Quarterly reporting may be provided using the Contractor’s data system reporting capabilities (i.e. the Contractor can submit “canned” reports with some or all data elements).</p>	
Expected Results of Activity(s)	<p>1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S.</p> <p>2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.</p>	
Measurement of Expected Results	<p>1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State’s risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed.</p> <p>2. The number of re-inspections and facilities closures required and completed in accordance with state law.</p> <p>3. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed.</p> <p>4. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.</p> <p>5. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.</p>	
		Completion Date
Deliverables	<p>1. The Contractor shall submit semi-annual progress reports to the Deputy Director of DEHS via email.</p>	<p>No later than January 31 June 20</p>
	<p>2. The Contractor shall submit an electronic data transfer at a minimum of each quarter in accordance with data standardization workgroup protocol (if not using the State’s digital database) to the Deputy Director of DEHS via email.</p>	<p>No later than October 31 January 31 April 30 June 20</p>
	<p>3. The Contractor shall submit a quarterly inspection and compliance progress summary (if not using the State’s digital database) to the Deputy Director of DEHS via email.</p>	<p>No later than October 31 January 31 April 30 June 20</p>

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (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

EXHIBIT B

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 Deputy Director of DEHS 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 contract.

EXHIBIT C

Budget

Agency Name	Total	Quarterly Distribution
Gunnison County Department of Health and Human Services	\$15,000.00	\$3,750.00

EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract # Click here to enter text.		
Contractor (Name and Address) Click here to enter text.				Option Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

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

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.** The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount 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 **Click here to enter a date.** whichever is later.

EXHIBIT D

<p style="text-align: center;">PROGRAM APPROVAL</p> <p>By: _____</p> <p style="text-align: center;">—</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p style="text-align: center;">—</p> <p>By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

INTERGOVERNMENTAL MASTER CONTRACT

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:

Board of County Commissioners of Gunnison County
(a political subdivision of the State of Colorado)
200 East Virginia Avenue, Gunnison, CO 81230-2297
for the use and benefit of the Gunnison County
Department of Health and Human Services
225 North Pine Street, Suite E, Gunnison, CO 81230-2333
CONTRACTOR DUNS:

CONTRACT MADE DATE: 11/23/2016

CONTRACTOR ENTITY TYPE:

Political Subdivision

TERM:

This Contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2017,
whichever is later. The Contract shall end on 06/30/2022.

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

ZERO COST MASTER CONTRACT

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

n/a

LAW SPECIFIED VENDOR STATUTE:

n/a

STATE REPRESENTATIVE:

Lisa McGovern
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Carol Worrall, Director of Public Health
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:

The intent of this Master Contract is to set forth the general contract terms and conditions between the parties and to define how the parties will contract with each other in the future using the Task Order Contract process as defined in the Master Contract.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit One - Additional Provisions (and any of its Attachments)
- Exhibit Two - Task Order Contract Template (and its Exhibit A and Exhibit B)

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this Contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

STATEMENTS OF WORK:

Statements of Work and Budgets are to be included in Task Order Contracts.

GENERAL PROVISIONS

The following clauses apply to this Contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this Contract. To the extent that other provisions of the Contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq, CRS as now or hereafter amended.
2. Available Funds Contingency
 - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
 - b. Federal Funds Contingency. Payment pursuant to this Contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this Contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits and all Task Order Agreements entered into pursuant to the Contract, are incorporated herein and made a part of this Contract. Unless otherwise stated, the terms of this Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit One** and its attachments, if included; 3) the Contract (other than the Special Provisions); 4) the Task Order Contract and its **Exhibit A and Exhibit B** and its attachments, if included; 5) other exhibits/attachments in their order of appearance.
5. Notice and Representatives. For the purposes of this Contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.
6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this Contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this Contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this Contract, shall be grounds for termination of this Contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this Contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.
8. Insurance – Contractor. The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor’s obligations under this Contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State’s ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting

electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this Contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this Contract and for a period of six (6) years following the termination of this Contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this Contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed

reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39-26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

13. Conflict of Interest. During the term of this Contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this Contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of the Contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to Contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of

the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this Contract shall be made in one or more of the following ways:

- a. By agreement on a fixed-price adjustment;
 - b. By unit prices specified in the Contract;
 - c. In such other manner as the parties may mutually agree; or
 - d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.
16. **Contract Modifications.** This Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.
17. **Litigation.** The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this Contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. **Notice of Breach and Dispute Resolution:** If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. **Remedies:** In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:

- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
- c. request the removal from work on the Contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- f. modify or recover payments (from payments under this Contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
- g. terminate the Contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the Contract for cause. In the event this Contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this Contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.
- b. Termination for Convenience. The State shall have the right to terminate this Contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this Contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this Contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;

- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- c. Immediate Termination. This Contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:
 - I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
 - II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
 - III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.
21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:
- a. Cancel the stop work order; or
 - b. Terminate the work covered by such order; or
 - c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this Contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.
23. Understanding of the Parties.
- a. Complete Integration. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
 - b. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for

any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this Contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this Contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this Contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this Contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
 - II. change of address;
 - III. the filing of bankruptcy.
- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this Contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.
 - h. Changes In Law. This Contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such

required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data

- furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.
25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:
- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
 - c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
 - h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
 - j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d - 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
 - k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(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.
 - n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

- Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
26. **Contractor Affirmation.** If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
 - b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
27. **Annual Audits.** If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State’s Internal Audit Office within thirty (30) calendar days after the Contractor’s receipt of its auditor’s report or nine (9) months after the end of the Contractor’s audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
28. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
29. **Survival of Certain Contract Terms.** Notwithstanding anything in this Contract to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance, compliance, or effect beyond the termination date of the Contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.
30. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor’s performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor’s performance shall be part of the normal contract administration process and Contractor’s

performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

31. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to

the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** [*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*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) 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 (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY for the use and benefit of the
GUNNISON COUNTY DEPARTMENT OF HEALTH
AND HUMAN SERVICES

Legal Name of Contracting Entity

Phil Chamberlain

Print Name of Authorized Officer

Phil Chamberlain

Signature of Authorized Officer

1/10/17

Date

Chairperson, BoCC

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By: James McJannet

For Executive Director

Department of Public Health and Environment

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: N/A

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: Monica Barrows

Date: 1/31/17

ADDITIONAL PROVISIONS
To Contract Effective Date 7/1/2017 - Contract Routing Number 18 FAA 00023

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

1. It is the express intent of the parties in entering into this Contract to: a) create a vehicle through which the parties can enter into a simplified Task Order Contract for the purchase and delivery of health and environmental services; b) stipulate that the Contractor is an approved entity to perform certain activities for the State; and c) set forth the terms and conditions under which these activities shall be performed by the Contractor.

In the context of this Contract a "Task Order Contract" means a subordinate document to this Contract that is signed by the State and the Contractor and approved by the State Controller or delegee, and has attached to it a Statement of Work and Budget that has been signed by the applicable State and Contractor program managers. A sample Task Order Contract is attached hereto as **Exhibit Two** and incorporated herein by this reference. The parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental services pursuant to its terms and conditions, no specific purchase of services is made by this Contract. The State may purchase health and environmental services from the Contractor and the Contractor may provide health and environmental services to the State, under this Contract through a Task Order Contract. A Task Order Contract incorporates by reference all the terms and conditions of this Contract. When the State and the Contractor mutually agree upon the services to be purchased from and performed by, the Contractor, the parties may enter into a Task Order Contract, with an accompanying Statement of Work and Budget, for the purchase and delivery of those services. The State's financial obligation to the Contractor for specific health and environmental services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order Contract authorizing the Contractor to perform and deliver those services and the Contractor's performance of the work described in that Task Order Contract.

The State will issue a Task Order Contract to perform some or all the work if, and when, and to the extent, the State determines, in its sole discretion, that the work is needed and that the Contractor should perform that work. The State does not guarantee a certain quantity of the work to the Contractor and shall have no obligation to provide any work to the Contractor, and the Contractor has no justifiable expectancy that it will be given any of the work unless and until the State and the Contractor enter into a Task Order Contract, including an attached Statement of Work and Budget, and the Task Order Contract is approved by the State Controller or designee. The State may elect to perform some or all the work itself, hire other vendors by separate contract to meet State requirements or not perform the work, without liability to the Contractor.

2. The parties expressly acknowledge that this Contract sets forth the general and special contractual terms and conditions of the parties, and that Task Order Contracts issued pursuant to this Contract set forth the specific work contracted for by the State with the Contractor. Each Task Order Contract incorporates by reference all terms and conditions of this Contract and each provision of this Contract shall become part of, and control, each separate Task Order Contract. Subject to the terms and conditions of this Contract, the Scope of Work in a Task Order Contract shall govern the delivery services by the Contractor under that Task Order Contract. However, a Task Order Contract cannot change any of the terms and conditions of this Contract. In the event of any conflict between the terms and conditions of this Contract and a Task Order Contract and/or a Statement of Work attached thereto, the terms and conditions of this Contract shall control. A Task Order Contract only describes the work to be performed under its accompanying Statement of Work and Budget. The Contractor is authorized only to provide and perform those services that have been authorized in a given Task Order the Contractor's Statement of Work. The period of performance of any Task Order Contract may exceed the performance period allowed under this Contract, but in no case can the period of performance of any Task Order Contract exceed five (5) years.
3. Task Order Contracts may be renewed, extended, and/or modified by way of the Contract Amendment process outlined in the Task Order Contract, in accordance with State fiscal rules. However, as mentioned above, in no case can a Task Order Contract or any Task Order Contract amendment modify the terms and conditions of this Contract. Any changes to this Contract must be done pursuant to the terms and conditions of the General Provisions of this Contract.
4. Work/services will be defined, negotiated, and ordered from time to time by a Task Order Contract between the parties. If the State has need of services and determines that the Contractor is the appropriate entity to provide those services, the State will contact the appropriate representatives of the Contractor and discuss the services needed. The State shall provide a definition of the requirements to the Contractor. The State and the Contractor will negotiate a statement of work, budget, including applicable time frames for work performance and associated costs. The State will then memorialize the agreed upon statement of work and budget within the Task Order Contract.
5. Upon negotiation and agreement by the parties regarding the scope of the project, the price/cost ceiling, the time for performance and other applicable terms and conditions, a Task Order Contract, in substantially the form attached herein as Exhibit Two, shall be prepared by the State. Following acceptance of the Task Order Contract terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the work, method of payment and project plan, the authorized representatives of the Contractor will sign a minimum of three (3) Task Order Contract originals. Upon signature by the State and the State Controller or delegee and delivery of a fully signed original Task Order Contract to the Contractor, the Contractor shall undertake performance of the specified projects and will perform such projects in a manner inspiring confidence that such projects will be

successfully completed within the time frame and price range agreed to in the Task Order Contract. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various project's status. To ensure delivery of the services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the work on a periodic basis.

6. Performance of work and payment for a project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order Contract. The Contractor warrants that upon negotiation and acceptance of the Task Order Contract, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order Contract. The State's financial commitment stated in the Task Order Contract shall not be considered valid until the State Controller or a delegate executes the Task Order Contract, a fully signed Task Order Contract is received by the Contractor, and Contractor commences performance under the specific Task Order Contract.
7. The Contractor shall be assigned work on a Task Order Contract basis, and shall begin performance of assigned tasks only upon receipt of a fully executed Task Order Contract setting forth the specific work to be performed.
8. The Contractor, with the prior approval of the State, may subcontract the performance of some, or all, of the services provided under a Task Order Contract through a subcontract, teaming, joint venture and/or partnership arrangement or other affiliate arrangement, as determined by the Contractor. However, in all cases the Contractor shall remain solely responsible to the State for the timely and complete performance of all contract deliverables. The Contractor shall cause all of its subcontractors and affiliates to comply with all terms and conditions of this Contract and the applicable Task Order Contract. The Contractor, at the request of the State, shall provide background information with respect to all subcontractors and affiliates, the Contractor desires to utilize or include in the performance of work under any Task Order Contract.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. *** *****

APPROVED TASK ORDER CONTRACT - WAIVER #154

This task order contract is issued pursuant to master contract made on mm/dd/yyyy, with routing number xxxxxxxxxxxxxxxxxxxx.

STATE: State of Colorado for the use & benefit of the Department of Public Health and Environment

CONTRACTOR:

CONTRACT MADE DATE:

CONTRACTOR DUNS:

CORE ENCUMBRANCE NUMBER: *****

CONTRACTOR ENTITY TYPE: Political Subdivision

TERM: This contract shall be effective upon approval by the State Controller, or designee, or on mm/dd/yyyy, whichever is later. The contract shall end on mm/dd/yyyy.

BILLING STATEMENTS RECEIVED: >select one<

PROCUREMENT METHOD: >select one<

STATUTORY AUTHORITY: CLASSIFICATION: >select one<

BID/RFP/LIST PRICE AGREEMENT NUMBER:

CONTRACT PRICE NOT TO EXCEED: FEDERAL FUNDING DOLLARS: STATE FUNDING DOLLARS: OTHER FUNDING DOLLARS: Specify "Other":

LAW SPECIFIED VENDOR STATUTE:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR: FY**: FY**: FY**: FY**: FY**:

STATE REPRESENTATIVE:

PRICE STRUCTURE: >select one< CONTRACTOR REPRESENTATIVE:

PROJECT DESCRIPTION: >Insert a brief summary of the statutory or regulatory requirements of the program and its intended outcome<

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SAMPLE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

Legal Name of Contracting Entity

By: _____
For Executive Director

Print Name of Authorized Officer

Department of Public Health and Environment

Signature of Authorized Officer

Date

Department Program Approval:

Print Title of Authorized Officer

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER:
Robert Jaros, CPA, MBA, JD**

By: _____

Date _____

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SAMPLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Trestle Strategy Group LLC;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for consultancy services for public outreach, conceptual planning, and sketch plan development for the Whetstone parcel to be developed for workforce housing

Fiscal Impact: 124000 from Workforce Impact fees

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Two Housing units were sold in 2021, roughly \$500k in funds available for this type of activity (activity is located in the Housing Authority Fund, fund 70).

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 10th day of May, 2021, 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 Trestle Strategy Group LLC, whose address is 595 Canyon Blvd. Suite D, Boulder, CO 80302 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding public outreach and development of the Whetstone workforce housing project as described 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 as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

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 as more specifically set forth on Appendix "A". 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 the subject matter thereof. 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, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Develop Workforce Housing 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 One hundred twenty-four thousand dollars and No/100 U.S. Dollars (\$124,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice. The Contractor shall invoice Gunnison County monthly for services rendered at the rates provided in Appendix "A".

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and 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 coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- 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 for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

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 federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor 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.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. SOLE SOURCE CONTRACTS. *[These provisions are applicable only for sole source or specific state contracts totaling \$100,000.00 or more.]*

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000.00, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. 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.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA 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.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, 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.

The parties agree that Contractor has received Gunnison County approval for coordination with and use of the following subcontractors: Williford LLC., J.V. DeSousa LLC and JVA Inc. Pursuant to this Agreement, Contractor accepts complete responsibility for the acts or omissions of all approved subcontractors hired to perform Services under this Agreement and the following shall apply: (a) the subcontractor shall comply with all terms of this Agreement and (b) the subcontract will not create any contractual relationship between the subcontractor and Gunnison County nor will it obligate Gunnison County to pay or see to the payment of any subcontractor.

14. 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 outlined in Exhibit A.

15. 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: Trestle Strategy Group
595 Canyon Blvd., Suite D
Boulder, CO 80302

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.

16. GOVERNING LAW.

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

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

18. ENTIRE AGREEMENT.

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

19. 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.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Stage 1: Groundwork with local partners

To best understand the foundation, we will work in partnership with you to create an outreach strategy and initial partnerships with stakeholders (including the business community, developers, public officials, other jurisdictions leadership, the community at large, and more) by framing key questions and gathering an initial assessment of opportunities and constraints.

Activities and Deliverables:

- Outreach Strategy
- Initial Engagement Assessment
- Partnership Building

Stage 2: Building a Neighborhood Framework for Housing in the Area

This stage will build on the foundation to give it shape by clarifying principles, goals, and expectations through small group discussions that will both inform and be informed by a technical analysis of site conditions and potential uses.

Activities and Deliverables:

- Small Group Meetings and/or walkabouts
- Technical Analysis

Stage 3: Planning and Design Strategies

Utilizing the information and engagement so far, the design charrette will be an exciting opportunity to further develop the concepts with our stakeholders and will be strategically planned to draw out the best visionary and feasible options for Whetstone.

Activities and Deliverables:

- Design Charrette
- Site Opportunity Analysis

Stage 4: Implementation Strategy

"Putting pen to paper", we will bring together community needs, site requirements, and the vision. Our consultant team has decades of experience in implementation and knows how to develop a strategy for success. We will use this knowledge and the uniqueness of the site to deliver a flexible, grounded, and actionable strategy for implementation.

Activities and Deliverables:

- Development Strategy
- Development Partnership Approach

Stage 5: Sketch Plan Development

Creating a Sketch Plan will enter the Whetstone project into the development review process, which will further shape the expectations of the property through the county’s regulatory “lens” and provide predictability for the project’s outcomes.

Our team will coordinate the creation of required documents and deliver the sketch plan package. This scope assumes that the County will facilitate the approval process.

Activities and Deliverables:

- Coordination of pre-app conference
- Sketch plan submittal documents

Billing Rates

Trestle Strategy Group

Danica Powell	Strategy	\$180.00
Marine Siohan	Project Manager	\$110.00
Amanda Cole	Project Analyst	\$110.00

Sub-contractor Billing Rates

(Rates represent costs billed to County by Trestle)

Willaford Housing

Willa Williford	Strategy	\$180.00
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Jv DeSousa Architecture

jv De Sousa	Architect	\$145.00
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JVA Incorporated

Kevin Vecchiarelli	Civil	\$185.00
J.R. Spung	Senior Project Manager	\$160.00

Allowances

Mileage and Travel	\$5,000
Community Stipends	\$5,000
Meeting Supplies and Printing	\$6,000

Estimated Project Budget for Whetstone Community:

Project to be billed hourly based on “Billing Rates”, team hours and subtotals may vary from this estimate depending strategy and use of consultants. Not To Exceed \$124,000.

Trestle Strategy Group	
Project management, community engagement lead, development strategy	\$49,000
Williford Housing	
Local affordable housing expertise, community engagement support	\$24,000
jv de Sousa Architecture	
Conceptual sketching for site layout, density, housing types, parking	\$20,000
JVA Engineering	
Utility and access constraints and opportunities	\$15,000
	LABOR - TOTAL \$108,000
Mileage & Travel Travel to be provided at a discounted rate	\$5,000
Community Stipends Incentives to create inclusive participation and equitable approach	\$5,000
Meeting Reimbursables Printing, meeting supplies, etc.	\$6,000
	EXPENSES - TOTAL \$16,000
	<u>TOTAL \$124,000</u>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Division of Criminal J

Action Requested: Motion

Parties to the Agreement: DCJ and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Renewal of current grant Juvenile Services. Same amount as last year.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/24/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

Colorado Division of Criminal Justice

THIS IS NOT A COMPETITIVE GRANT ONLY DISTRICT ATTORNEY JUVENILE DIVERSION PROGRAMS OR PROGRAMS DESIGNATED TO RECEIVE FUNDING BY THE DA OR DCJ SHOULD COMPLETE THIS APPLICATION.

Juvenile Diversion and Marijuana Cash Tax Fund - 20-21 and 21-22

Deadline: 4/21/2021

Gunnison County Juvenile Services

2022-DV-22-30005-07 / Gunnison County Juvenile Diversion and Marijuana Cash Fund SFY 2021-2022

Jump to: [Organizational Details](#) [Statement of Work & Application Questions](#) [Budget Summary](#) [Tables](#) [Documents](#)

\$ 35,000.00 Requested

Submitted: 4/15/2021 3:43:16 PM (Pacific)

Project Contact

Clay Curtis

ccurtis@gunnisoncounty.org

Tel: 970-641-7902

Additional Contacts

cdps_dcj_diversion-
mj@state.co.us, cdps_DCJGMS@state.co.us

Gunnison County Juvenile Services

200 E. Virginia Ave.
Gunnison, CO 81230
United States

County Manager

Matthew Birnie
mbirnie@gunnisoncounty.org

Telephone 970-641-7902

Fax 970-641-9079

Web <http://www.gunnisoncounty.org/155/Juvenile-Services>

EIN 846000770

DUNS 133115220

SAM 9/14/2021

Expires

Organizational Details [top](#)

1. Applicant Doing Business As (DBA) under a parent company/unit of government?

Yes

No

2. Legal Entity Name

Enter the Legal Entity Name here. If your agency is a DBA, the Legal name will be different than the Applicant Name. If your agency is NOT a DBA, then the Applicant Name and Legal Entity Name will be the same.

Gunnison County

3. Legal Entity Physical Address

Enter the Legal Entity Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)

200 E Virginia Ave.

Gunnison, CO 81230-2248

4. Enter the district information for the physical address of your organization

03 Colorado US Congressional District (01-07)

05 State Senate District (01-35)

59 State House District (01-65)

07 Colorado Judicial District (01-22)

74.00 TOTAL

5. Applicant Type

Not for Profit

Public / Government

For Profit

Project Duration

1. Project Start Date

MM/DD/YYYY
07/01/2021

2. Project End Date

MM/DD/YYYY
06/30/2022

Application Type

3. Select the Application Type that you would be completing.

- 2020 - 2021 Juvenile Diversion Allocation
- 2021 - 2022 Juvenile Diversion Allocation
- 2022 - 2023 Juvenile Diversion Allocation
- DCJ Grant Manager only - Administration

Project Officials

4. Project Director: Name

Enter salutation, first, last, title, agency (e.g. Mrs. Sally Smith, Program Coordinator, ABC Company)
Mr. Clay Curtis

5. Project Director: Email Address

ccurtis@gunnisoncounty.org

6. Project Director: Phone Number

970-641-7902

7. Financial Officer: Name

Enter salutation, first, last, title, agency (e.g. Mr. John Doe, Senior Accountant, ABC Accounting Services)
Mrs. Jody Wise

8. Financial Officer: Email Address

jwise@gunnisoncounty.org

9. Financial Officer: Phone Number

970-641-7679

10. Signature Authority: Name

Enter salutation, first, last, title, agency (e.g. Ms. Jane Austen, County Commissioner Chair, ABC Company)
Mr. Matthew Birnie

11. Signature Authority: Mailing Street Address

200 E. Virginia Ave.

12. Signature Authority: City, State, Zip

Gunnison, CO 81230-2248

13. Signature Authority: Email Address

mbirnie@gunnisoncounty.org

14. Signature Authority: Phone Number

970-641-0248

Statement of Work

15. Implementing Agency (if doing business as another agency)

Please include the Agency Name, Mailing Address, and Phone Number
Gunnison County Juvenile Services
200 E. Virginia Ave.
Gunnison, CO 81230

16. Project Plan

The Gunnison County Juvenile Diversion program embraces The Eight Principles for Effective Interventions to include assessing for risk/needs; enhancing intrinsic motivation; targeting intervention; skill training; increasing positive reinforcement; engaging with community support; measuring processes and providing feedback of these measures. For over 30 years Juvenile Diversion has been the only early intervention program for first time offenders of its kind in the County. During these years Gunnison County Juvenile Services has expanded to now include a continuum of prevention through intervention services embracing a mission of helping youth and families to be successful in all areas of their lives while promoting community safety and accountability.

The Gunnison County Juvenile Diversion program works to divert first-time, non-violent juvenile offenders from the traditional court system into a skills based program that emphasizes positive youth development. We believe that future re-offense can be prevented if juvenile offenders take accountability and responsibility for their actions and learn new ways of thinking. This philosophy is based upon the belief that a youth can learn from mistakes and with support can change habits and learn new life skills. The approach of the Gunnison County Juvenile Diversion program has been and always will be to look at the total child, not just the offense. The supervision approach is somewhat different with each client as each youth is looked at individually and appropriate services are established depending on age, cognitive abilities, parental support etc. Focus is on fostering youth's skills and competency in areas such as family relationships, school issues, decision making, future goals i.e. college and/employment, use of pro-social free-time activities and connection to community. Referrals can be made to the school attendance advocate to meet with the client to discuss a targeted school intervention plan. Mentoring is often accessed to work on skills such as communication with parents, academic improvement, independent living such as learning to budget and future orientation plans such as jobs and/or college. Treatment approaches may include referrals to outside agencies for services such as mentoring, mental health counseling, substance use education and treatment. Under the umbrella of Juvenile Services referrals will also be considered for the HB1451 Collaborative Management Program (CMP) Family Advocacy and Support Team (FAST) to assess for appropriate multi-system services and coordination of efforts including the evidence-based model High Fidelity Wraparound.

In Gunnison County the referral source begins with law enforcement citing a juvenile into District Court for some type of criminal violation. The charges are misdemeanor and/or felony in type but could include Marijuana Possession and other petty type offenses that are summonsed into District Court with the possibility of these being filed in District Court.

All appropriate first-time and sometimes second time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file, with the majority of the youth reviewed being referred. The Juvenile Diversion Director then contacts the parents and/or guardians and the youth involved to set up a meeting before Court to explain the referral and the specifics of the Juvenile Diversion program and answer any questions or concerns. If the parents and/or guardians agree with the referral made by the District Attorney, they advise the District Court Judge of this agreement and an appointment is then made with the Juvenile Diversion office. At this point in time, no charges have been filed on and no records kept on the youth and the court process would be terminated.

The acceptance criteria for referrals into the program are youth ages 10-17 with misdemeanor and/or felony charges at the pre-filing stage of the court process as an alternative to the filing of a petition. Petty offenses will be considered if this diverts the youth from a District Court filing. The acceptance restrictions would be that the youth not have prior charges or program participation unless there has been considerable time between offenses or the charge is minor by definition. The juvenile must admit guilt and take responsibility for their action and this admission is part of the signed agreement.

The Gunnison County Juvenile Diversion program strives to utilize the four general principles of effective programs listed in the Juvenile Diversion Literature Review that include: systematic and standardized screening and assessment of youth; reduced penetration into the juvenile justice system; use of holistic, family centered interventions; and development and use of a wide network of community-based services (Cocozza et al. 938; Dembo et al., "Arbitration" 29). The specific services provided include the intake and coordination and case management of the entire process from beginning to end. At the initial meeting with the juvenile and parents a contract is signed outlining the specific requirements the juvenile will need to complete to successfully terminate from the program. The methodology with all referred juveniles starts with assessment. Through the intake process, informal assessment information is gathered on all aspects of a young person's life to include family, school, peers and interests. Motivational interviewing, an evidenced-based goal directed counseling style to help elicit change is utilized in this assessment and in all sessions. This helps to not only gain factual information but also begin to build a relationship with the youth and find subtle ways to encourage hope for a successful future. This process helps the youth in identifying strengths and talents that can be built upon as they design and start to work towards goals. Assistance is given towards identifying how to change behavior through cognitive-behavioral strategies and working with families to encourage their involvement. The intent of the case management plan is to identify and begin work on a targeted intervention of risk factors while the protective factors identified become the building blocks of an action plan.

Supervision is one of the identified approaches that is proving to make an impact on risky behavioral intentions in Juvenile Diversion programs (OMNI Institute Statewide Evaluation of the DCJ Juvenile Diversion program). Supervision is implemented in the program not just through case management but in all areas of the youth's involvement through school, mentors, wraparound teams and treatment providers. Other identified approaches that are proving effective are screening and assessment, accountability and competency services and counseling. Besides the informal screening through the intake, formal screening also takes place at initial sessions in house and includes the youth taking the MAYSI-2 and SUS-1a to help identify mental health and substance use risk factors. After the MAYSI-2 and SUS-1a are scored, if any areas of concern are identified, referrals for counseling and/or treatment are discussed with the youth and parent(s) for intervention and support.

Accountability methods for the youth include such things as performing community service, paying victim restitution, and restorative justice involvement to include practices such as victim impact conferencing and victim offender mediation. Most juveniles are on contract for 6-9 months or longer if needed with weekly sessions initially and later if things are going well the sessions could be twice a month with weekly check-ins. If all has been successfully completed a termination session is held with the youth and parents to outline what they have learned and process and celebrate their success.

If appropriate, individual cases will be referred to a Restorative Justice process to repair harm and make amends to victims. The Gunnison County Juvenile Diversion program uses a graduated sanctions model by determining if a situation warrants increased or decreased sanctions. For minor infractions a youth may be allowed to stay in the Juvenile Diversion program with added sanctions and/or interventions that include; additional community service, counseling, referrals to HB1451, System of Care, High Fidelity Wraparound, and extended supervision. Sanctions applied for a youth that continues to offend is the possible filing of charges by the District Attorney and a referral back to District Court. These youth and the circumstances are reviewed on a case by case basis. The District Attorney normally will not allow a youth to stay in the Juvenile Diversion program if there is an additional major offense committed. Should the youth fail to successfully complete the Juvenile Diversion program, a referral back to the District Attorney's office will be made for the re-filing of the original charges. If the youth has re-offended while in the program, the new charges and the original charges will be brought back before the District Court by the District Attorney for consideration of charges being filed. These youth will be closed out as unsuccessful participants in the Juvenile Diversion program. Successful completion is determined by the youth meeting and completing all requirements of the Juvenile Diversion contract, which includes no recidivism. All charges at this point have been dropped and no further legal action is taken.

17. Provide a brief narrative of collaborative efforts and additional agencies included in planning and implementation of project / program.

Once a week, the District Attorney, the Juvenile Diversion Director, the HB1451 Coordinator, a DHS Child Welfare Manager and the Juvenile Probation Officer have a meeting for new cases, and case updates. In this meeting the program is discussed on an individual bases to determine the most appropriate course for each case. All appropriate first-time and sometimes second time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file.

18. Describe how evidence-based programs and practices are utilized in operation of this program.

SB94 came under the umbrella of Juvenile Diversion approximately 15 years ago and the office was renamed Gunnison County Juvenile Services to better reflect the mission. Gunnison County Juvenile Services was one of the main players involved in the formation of our local HB1451 project and now is the umbrella for this program. The program coordinator is located in the Juvenile Services office. Identified youth and families now have access to the HB1451 Family Advocacy and Support team which allows for facilitation of a family team to coordinate and help access resources and if needed provide a wraparound team. Recently we became involved in 2 efforts to increase our collaboration and efficiency with this population. We have been using the evidenced based Crossover Youth Practice Model program through Georgetown University when we have youth working in both the DHHS and Juvenile Justice systems. We also continue our work in the Community's of Excellence System of Care grant through the State of Colorado. This project is now in the third year of implementation and we have 1 part-time Family Advocate and a High-Fidelity Wraparound Facilitator currently working with families. The System of Care works to identify youth with mental health needs and access treatment and we are jointly coordinating this effort locally with the Center for Mental Health. Through both of these projects we have regular contact and on-site trainings and consultations with the leaders in these fields. Juvenile Diversion is also a part of the community's Health Coalition which meets every other month and comprises agencies such as health, social services, recreation, extension office, schools, job training programs, civic groups, business representatives, churches, non-profits, foundations and others. This allows for all involved to share what is happening in all areas and allows for supports and partnerships to begin or continue.

19. If incentives will be included in the services to be provided, specifically describe the incentives, how eligibility to receive incentives will be determined, how they will be administered, and how they will be tracked.

Enter "NA", if incentives are not included.

N/A

20. Funding Sources by Percentage

Indicate the estimated percentage of funding represented by each of the following for your total juvenile diversion budget.

% DCJ / State allocation

% County / Municipality

% Other State Funding

% Federal

% Foundation

% Other

TOTAL

21. Eligible populations to be served (check all that apply):

- First-time Offenders
- Low risk
- Medium risk
- High risk
- Misdemeanor
- Felony 1 or 2
- Felony 3

- Felony 4
- Felony 5
- Felony 6
- Sex Offense
- Drug Offense
- Weapon Offense
- Minor in Possession of Alcohol or Marijuana

22. List assessment(s) or risk screening tool(s) being utilized for diversion-eligible youth.

MAYSI - 2
SUS 1a
GAIN

23. What services does your agency provide in house for juveniles in your program? (check all that apply)

- Substance Use Treatment
- Mental Health Treatment
- Teen Court
- Education / Tutoring
- Life Skills
- Restorative Justice
- Victim / Offender Mediation
- Community Service
- Restitution
- Employment j/ Vocational
- Drug / Alcohol Classes
- Offense Specific Classes
- Pro-social Activities
- Family Counseling

24. What services does your agency outsource for juveniles in your program? (check all that apply)

- Substance Use Treatment
- Mental Health Treatment
- Teen Court
- Education / Tutoring
- Life Skills
- Restorative Justice
- Victim / Offender Mediation
- Community Service
- Restitution
- Employment j/ Vocational
- Drug / Alcohol Classes
- Offense Specific Classes
- Pro-social Activities
- Family Counseling

25. How are you utilizing additional funds to expand or enhance previous programming (if applicable)?

N/A

26. How are you providing minority youth with equitable opportunities to access diversion services?

The Gunnison County Juvenile Diversion program averages between 25-35 referrals each year, predominately male and white between the ages of 10-17. Some referrals of petty minor in possession/consumption offenders that don't meet the District Court filing level will be served through a different funding source besides this DCJ grant. For those that come from a Hispanic or Cora Indian background and are not fluent in English, we have an interpreter on staff.

27. Please explain how you may adjust your program this year based on last year's results

See instructions for further information. Enter "NA" if this is a new (not a continuation) grant application.

Not currently planning to adjust the program based off of last years results.

Budget Summary Requested/Awarded

Diversion Grant Funds

Personnel	\$ 32,774.00
Supplies and Operating	\$ 2,226.00
Travel	\$ 0.00
Equipment	\$ 0.00
Consultants / Contracts	\$ 0.00
Indirect	\$ 0.00
Total	\$ 35,000.00

Tables [top](#)**Goals & Objectives****GOAL 1**

Goal 1

Youth will be diverted from the Juvenile Justice system by providing a Juvenile Diversion program in an effort to reduce the likelihood of youth incurring juvenile charges as well as reentering the criminal justice system.

Objective 1.1

Objective

Eligible youth will be referred to the Gunnison County Juvenile Diversion program by the District Attorneys office.

Outcome

By June 2022 22 - 25 youth will be served within the program for the fiscal year

Measurement

We will use the Diversion Portal, the DCJ Data Capture Excel sheet, and County Database

Timeframe

07/01/2021 - 06/30/2022

Objective 1.2

Objective

90% of youth will receive intake and be administered the MAYSI-2, SUS 1a, and the GAIN. Community referrals and individualized contract will occur from results of screening

Outcome

90% of youth will be screened
90% of youth will successfully complete their diversion contract.
Less than 20% of youth will re-offend one year after program completion

Measurement

We will use the Diversion Portal, the DCJ Data Capture Excel sheet, County Database, District Attorney and District Court

Timeframe

By June 30, 2022

Objective 1.3

Objective

Outcome

Measurement

Timeframe

GOAL 2

Goal 2

Objective 2.1

Objective

Outcome

Measurement

Timeframe

Objective 2.2

Objective

Outcome

Measurement

Timeframe

Objective 2.3

Objective

Outcome

Measurement

Timeframe

GOAL 3

Goal 3

Objective 3.1

Objective

Outcome

Measurement

Timeframe

Objective 3.2

Objective

Outcome

Measurement

Timeframe

Objective 3.3

Objective

Outcome

Measurement

Timeframe

Project Evaluation

Project Evaluation- Describe the approach for evaluating the project in response to the stated objectives, outcomes and measurements. See instructions for further information.

Personnel: Budget & Budget Narrative Details

Personnel	Position Title and Name	Annual Base Salary	Annual Base Salary to be Paid by Diversion Funds	% Salary To Be Paid By Diversion Funds	Annual Base Fringe	Annual Fringe to be Paid by Diversion Funds	% Fringe To be Paid by Diversion Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Diversion Funds	Budget Narrative & Justification
1	Clay Curtis (Director)	\$ 75,359.00	\$ 27,129.00	36.00 %	\$ 15,681.00	\$ 5,645.00	36.00 %	\$ 91,040.00	\$ 32,774.00	The Gunnison County Juvenile Diversion program requests grant funds to contribute to the salary of the Juvenile Diversion Program Director. The salary and fringe benefit rates are determined by Gunnison County and evaluated periodically. Cost

information regarding fringe is as follows: \$5645 fringe benefits, salary of \$27129. Fringe approx. 18%. FICA- \$2118. Insurance – Medical, Dental, Life – \$2081. Retirement – \$1356. Unemployment Ins. – \$40.00. W/C Ins. – \$41.00. EAP – \$9.00. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full-time position. The tasks for the project director include the oversight, administration and supervision of the program. Initial meetings with the youth and parents are held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion

2	\$	\$	\$	\$	\$ 0.00	\$ 0.00
3	\$	\$	\$	\$	\$ 0.00	\$ 0.00
4	\$	\$	\$	\$	\$ 0.00	\$ 0.00
5	\$	\$	\$	\$	\$ 0.00	\$ 0.00
6	\$	\$	\$	\$	\$ 0.00	\$ 0.00
7	\$	\$	\$	\$	\$ 0.00	\$ 0.00
8	\$	\$	\$	\$	\$ 0.00	\$ 0.00
9	\$	\$	\$	\$	\$ 0.00	\$ 0.00
10	\$	\$	\$	\$	\$ 0.00	\$ 0.00
Total	\$ 75,359.00	\$ 27,129.00	36 % \$ 15,681.00	\$ 5,645.00	36 % \$91,040.00	\$32,774.00

Non-Personnel: Budget Narrative Details

Budget Item	Item	Amount To Be Paid By Diversion Funds	Budget Narrative and Justification
SUPPLIES & OPERATING			
S&O 1	Office Supplies	\$ 226	These funds will be used for basic office supplies such as paper, pens, folders, binders etc.
S&O 2	Drug tests	\$ 1,000	These funds will be used to pay for drug tests for those who cant afford them at Drug Test West and for in house drug test kits.
S&O 3	Education	\$ 1,000	These funds will be used to help youth pay for education material needed to complete the program.
S&O 4		\$	
S&O 5		\$	
S&O 6		\$	
S&O 7		\$	
S&O 8		\$	
S&O 9		\$	
S&O 10		\$	
Supplies & Operating Total		\$ 2,226	
TRAVEL			
T 1		\$	
T 2		\$	
T 3		\$	
T 4		\$	
T 5		\$	
T 6		\$	
T 7		\$	
T 8		\$	
T 9		\$	
T 10		\$	
Travel Total		\$ 0	
EQUIPMENT (Items over \$5,000 PER UNIT and with a useful life of more than a year)			
E 1		\$	
E 2		\$	
E 3		\$	
E 4		\$	
E 5		\$	
E 6		\$	
E 7		\$	
E 8		\$	
E 9		\$	
E 10		\$	
Equipment Total		\$ 0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)			
CC 1		\$	
CC 2		\$	
CC 3		\$	

CC 4	\$
CC 5	\$
CC 6	\$
CC 7	\$
CC 8	\$
CC 9	\$
CC 10	\$
Consultants/Contracts Total	\$ 0
INDIRECT	
I 1	\$
Indirect Total	\$ 0
Total	\$ 2,226

Documents [top](#)

Documents Requested *

Required?

Attached Documents *

Financial Management Questionnaire
[download template](#)



[Financial Management Questionnaire](#)

Job Descriptions for Grant-Funded Positions

MOU with DCJ-Funded Collaborators

List of Board Members (Required for Community-Based Programs)

Budget Revision (DCJ Form 4-A)
[download template](#)

Change in Project Officials (DCJ Form 4-B)
[download template](#)

Change in Grant Award Period (DCJ Form 4-C)
[download template](#)

Modification of Other Grant Agreement Terms (DCJ Form 4-D)
[download template](#)

Consultants/Contracts (DCJ Form 16)
[download template](#)

CONTRACT DEBARMENT VERIFICATION (DCJ FORM 17)
[download template](#)

Audit/Financial Review



[Gunnison County 2019 Audited Financial Statements](#)

Organizational Chart

Certificate of Insurance (Required for Community-Based Programs)

CAC Certification/Substance Use Disorder State Licensure

Agency License to Provide Substance Use Disorder Treatment

Budget Revision Worksheet

Award Acceptance and Revisions Certificate

Increase/Decrease Request Form
[download template](#)

DCJ Form 4E (To be used with Increase/Decrease Form)
[download template](#)

Other

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Approval; Caring for Colorado/Colo

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

funding to help support equity in distribution of covid vaccinations

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

These are new funds, a COVID vaccine related grant. Good through end of 2021. No cost to County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Normally we would want to include some of our standard provisions, but given the nature of this agreement we don't think they are critical.
MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/24/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021



Grant Agreement

Grant Recipient: Gunnison County Department of Health and Human Services

Grant Number: R-10229-21

Project: Gunnison County Vaccine Equity Effort

Total Grant Amount Awarded: \$ 35,164

Term of Grant: 8 Months Dates: 05/17/2021 to 01/16/2022

Anticipated Payment Date	Payment Amount
06/04/2021	\$35,164.00

The Colorado Centennial Fund, a subsidiary of Caring for Colorado Foundation, (the "Organization") must ascertain that your non-profit tax status is maintained throughout the grant cycle. In addition we must be assured that our grant (the "Grant") will be expended for an educational, scientific, or other charitable purpose as outlined in the application. We are also interested in the results of the grant. With this in mind, we ask that you (the "Grantee") read, sign and return this Grant Agreement (the "Agreement").

1. Tax-Exempt Status:

The Grantee agrees:

- A. To maintain its status as a tax-exempt organization (or working under the umbrella of a recognized tax-exempt organization), i.e., recognized by the IRS as a public charity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code").
- B. That such tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code has not changed since the issuance of the IRS determination letter, which the Grantee provided to the Organization in its Grant application.
- C. That there is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in its tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code.

- D. To provide current and appropriate documentation if the Grantee is a government supported agency, such as a school, museum, library or government agency or department.
- E. That it will provide the Organization with immediate written notification of any changes in the Grantee’s tax-exempt status.

2. Representations:

Colorado Charitable Solicitations Act (CRS 6-16-2014) – The Grantee acknowledges that it is in compliance with the regulations set forth in the Colorado Charitable Solicitations Act with respect to fundraising.

Anti-Terrorism (Patriot Act of 2001, Executive Order 13224) - The Grantee acknowledges that it is familiar with U.S. anti-terrorism laws and that no monies associated with this Grant will be used, either directly or indirectly, to benefit any person or organization with ties to terrorists.

3. Expenditure of Funds:

The Grant (together with any income earned upon investment of Grant funds) is made for the purpose outlined in the project plan and budget available in the grant record on the online grants portal and may not be expended for any other purpose without the Organization’s prior written approval. Expenditures of Grant funds must adhere to the specific line items in the budget submitted by the Grantee within the Grant period. For grants greater than \$25,000, changes to individual line items (increases and decreases) that are greater than 15% of that line item must be approved in advance by Organization staff. If the Grant period ends and Grant funds remain unexpended, any unexpended Grant funds shall be repaid promptly to the Organization. If the Grant funds are expended other than for the purposes of the Grant or not in accordance with the approved budget, funds equal in value to the portion of Grant funds determined by the Organization to have been so expended shall be repaid to the Organization upon its request.

4. No Assignment or Delegation:

The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from the Organization.

5. Reports and Evaluation:

The Grantee is required to provide the Organization with online financial and narrative reports summarizing project results. The Grantee will receive an email request for any report approximately one month before it is due. The Grantee also agrees to provide any other information reasonably requested by the Organization. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Organization.

Report Requirement	Due Date
Final Report	01/21/2022

The Organization may, at its own expense, monitor and conduct an evaluation of the operations under the Grant which may include visits by representatives of the Organization to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel.

6. Required Notification:

The Grantee is required to provide the Organization with immediate written notification of: (1) its inability to expend the Grant funds for the purposes described in the Grant application, this Agreement and any other written or electronic communication describing the terms of the Grant; or (2) any expenditure from this Grant made for any purpose other than those for which the Grant was intended.

7. Research Involving Human Subjects:

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

8. HIPAA Compliance – Protected Health Information:

If the Grantee is a Covered Entity as defined in the federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Grantee is obligated to maintain the privacy and security of Protected Health Information as defined by HIPAA.

9. Publicity:

The Organization encourages the Grantee to publicize information concerning the awarded Grant on the Grantee's website, in the Grantee's newsletters, annual reports and other relevant publications. When possible, any public statements about the Organization or its grantmaking shall be cleared in advance by the Organization (To do so, please contact Caring for Colorado).

The Organization welcomes any photographs relevant to the Grant that may be provided for Organization use. The Grantee must obtain prior permission, with a signed photo release, for use of the photograph in any medium of any individual or group including clients, visitors or bystanders. Parents or legal guardians must sign a release form for minors who appear in photographs. (Please contact Caring for Colorado).

The Organization may include, without further notice, information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials and (provided by the Grantee) and its activities, on the Organization's website or electronic communications, in the Organization's periodic public reports, newsletters and news releases.

10. Right to Modify or Revoke:

The Organization reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Organization's sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives

of this Agreement or any other charitable interest of the Organization; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Organization, or the Grant.

11. Termination:

This Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.

Either party upon written notice to the other party may terminate this Agreement.

Upon termination of this Agreement for any reason, all payments by the Organization to the Grantee shall cease at such time as may be determined by the Organization. The Grantee specifically acknowledges that immediate cessation of funding, before termination procedures are completed, may be necessary in recognition of the Organization's fiduciary responsibilities.

12. Special Conditions:

The Grantee accepts and agrees to comply with the following special conditions:

Special Provisions: Together We Protect is a project-restricted grant. Funding must be used for vaccine-related activities in communities disproportionately affected by COVID-19.

Funding Conditions: None

13. Capital Equipment Limitation:

If the purpose of the Grant is for the purchase of capital equipment, the Grantee shall not sell, transfer or otherwise dispose of such equipment during its useful life without the prior written approval of the Organization. If changes in the Grantee's status as a public charity or changes in its operations result in the Grantee no longer using the capital equipment for the purposes that were the subject of the Grant, the Organization may require the return of the equipment to the Organization or a transfer of the equipment to another public charity.

14. Amendment:

This Agreement may be amended, supplemented or extended only by written agreement signed by the Organization and the Grantee.

15. Disclaimer:

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Organization that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall hold the Organization, its directors, trustees, officers, employees, and agents harmless from all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's rendering or failure to render services to the extent permitted by Colorado law.

16. Controlling Document:

The terms and conditions of this Agreement shall be the controlling document between the Organization and the Grantee. All verbal communication, notes, minutes or other documentation pertaining to the Grant shall be deemed merged into this Agreement. In making the Grant, the Organization has relied on the information and representations submitted to the Organization by the Grantee.

The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

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

ACCEPTED AND AGREED TO:

ORGANIZATION NAME: GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Joni Reynolds
Executive Director

Date

Colorado Centennial Fund

Linda R. Reiner
President and CEO

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Colorado Department o

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Annual CCAP and COWORKS contract for services provided for Hinsdale County residents

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Hinsdale County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2021 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Hinsdale County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) and the Colorado Child Care Assistance Program (“Child Care Program”); collectively referred to as the “Programs” for the purposes of this MOU.

CRS 26-2-715 requires CDHS and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program and the Child Care Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715

2. TERM

The term of this MOU will be from July 1, 2021 through June 30, 2024. This MOU shall be reaffirmed annually through an amendment that shall be signed by both parties. This MOU is being signed based on the rules and understanding as of the signing of the MOU. Programs are subject to new State and federal rules and regulations. Those rules will be conveyed to counties as they evolve, and counties will operate under those rules and regulations as upon their legal adoption.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Works Program and the Child Care Program using fair and objective criteria, and in compliance with federal law, enacted in State Statute, and applicable program policy codified and published in 9 CCR 2503-6 (Works Program) and 9 CCR 2503-8 and 9 CCR 2503-9 (Child Care Program) and 9 CCR 2501-1.
- b. The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

- c. The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6, 9 CCR 2503-8, and 9 CCR 2503-9.
- d. For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e. The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f. The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS, as specified in CRS 26-2-717 and CRS 26-2-809. The County must also continue to report to CDHS, as currently required by CRS 26-2-716, 717, and must report to CDHS in the future, as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g. As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS, before adopting aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of such program.
- h. Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to these Programs. Nothing in this MOU gives CDHS the authority to approve, deny or require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director. The County maintains that it will consider such comments in its implementation of these Programs, but is not obligated to incorporate them.
- i. The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j. The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k. In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4. OPTIONAL OUTCOME MEASURES

- a. Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.
- b. Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5. DUTIES OF CDHS

- a. In consultation with the Counties, CDHS will oversee the implementation of the Works Program and the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services and the tracking of participants.
- b. CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).
- c. CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

- d. CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
- e. CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
- f. CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately

calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g. CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h. CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i. CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j. In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k. CDHS exercises the oversight of, and the responsibility for, the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System and its application relative to the Child Care Program. The State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility, to the extent allowed by law. Counties will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State System. Without limitation, this applies to erroneous eligibility decisions, erroneous decisions resulting in overpayments and subsequent claims, or erroneous decisions resulting in underpayments and subsequent supplemental payments.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Benefits System notices to Child Care Program households is properly the State's liability. The State will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph, as a State Benefit System caused error. This provision does not apply to any errors caused by the County's inaccurate data entry into the system, the County's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rules engine.

- l. CDHS will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- m. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by CRS 26-2-712, et seq.

6. JOINT STATE AND COUNTY DUTIES

- a. The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR and Federal Improper Payment Error Rate.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the

State Child Care Automated Tracking System and the Colorado Benefits Management System are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider (for CHATS) information in the systems.

7. REMEDIATION PLANS

- a. The County, in consultation with CDHS, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Works Program or Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
 - iii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;
 - iv. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

8. SANCTIONS

- a. Subject to the limitations set forth herein, if CDHS is subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
 - ii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;
 - iii. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.
- b. A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c. The county will not be sanctioned or required to follow a remediation plan if:
 - i. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
 - ii. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9. PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a. The process for a sanction or remediation plan against the County by CDHS will be as follows:
 - i. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - ii. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDHS imposes the sanction.
 - iii. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.
- b. CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, CDHS may not hold the County liable for that sanction.

10. CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

- a. If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS, at its sole discretion, may assume the County's administration and implementation of the Works Program and/or Child Care Program.

In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before CDHS assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program and/or Child Care Program. CDHS is under no obligation to accept or assume the administration of the Works Program and/or Child Care Program.

If CDHS assumes the County's administration and implementation of the Works or Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Programs, in accordance with the formulas described in CRS 26-2-714. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717.

11. DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S., and Part 8 of Article 2 of Title 26, C.R.S. that grant discretion to either party regarding the administration of the Works or Child

Care Programs in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15. DISPUTE RESOLUTION

- a. Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b. Subsequent to the execution of this document, both parties will work in good faith to resolve a dispute arising from any provision of this executed MOU. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
 - i. Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.
 - ii. Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees, and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members, and is non-binding.
 - iii. Mediation by the State Board of Human Services. If the State Board is requested to mediate, the

provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

- c. None of these options will be a jurisdictional prerequisite to legal action by either party.

MICHELLE BARNES

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

Executive Director or Designee

COUNTY OF HINSDALE COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Colorado Department o

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CCAP and COWORKS contract for services provided for Gunnison County Residents

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Gunnison County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2021 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Gunnison County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) and the Colorado Child Care Assistance Program (“Child Care Program”); collectively referred to as the “Programs” for the purposes of this MOU.

CRS 26-2-715 requires CDHS and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program and the Child Care Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715

2. TERM

The term of this MOU will be from July 1, 2021 through June 30, 2024. This MOU shall be reaffirmed annually through an amendment that shall be signed by both parties. This MOU is being signed based on the rules and understanding as of the signing of the MOU. Programs are subject to new State and federal rules and regulations. Those rules will be conveyed to counties as they evolve, and counties will operate under those rules and regulations as upon their legal adoption.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Works Program and the Child Care Program using fair and objective criteria, and in compliance with federal law, enacted in State Statute, and applicable program policy codified and published in 9 CCR 2503-6 (Works Program) and 9 CCR 2503-8 and 9 CCR 2503-9 (Child Care Program) and 9 CCR 2501-1.
- b. The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

- c. The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6, 9 CCR 2503-8, and 9 CCR 2503-9.
- d. For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e. The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f. The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS, as specified in CRS 26-2-717 and CRS 26-2-809. The County must also continue to report to CDHS, as currently required by CRS 26-2-716, 717, and must report to CDHS in the future, as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g. As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS, before adopting aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of such program.
- h. Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to these Programs. Nothing in this MOU gives CDHS the authority to approve, deny or require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director. The County maintains that it will consider such comments in its implementation of these Programs, but is not obligated to incorporate them.
- i. The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j. The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k. In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4. OPTIONAL OUTCOME MEASURES

- a. Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.
- b. Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5. DUTIES OF CDHS

- a. In consultation with the Counties, CDHS will oversee the implementation of the Works Program and the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services and the tracking of participants.
- b. CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).
- c. CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

- d. CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
- e. CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
- f. CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately

calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g. CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h. CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i. CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j. In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k. CDHS exercises the oversight of, and the responsibility for, the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System and its application relative to the Child Care Program. The State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility, to the extent allowed by law. Counties will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State System. Without limitation, this applies to erroneous eligibility decisions, erroneous decisions resulting in overpayments and subsequent claims, or erroneous decisions resulting in underpayments and subsequent supplemental payments.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Benefits System notices to Child Care Program households is properly the State's liability. The State will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph, as a State Benefit System caused error. This provision does not apply to any errors caused by the County's inaccurate data entry into the system, the County's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rules engine.

- l. CDHS will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- m. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by CRS 26-2-712, et seq.

6. JOINT STATE AND COUNTY DUTIES

- a. The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR and Federal Improper Payment Error Rate.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the

State Child Care Automated Tracking System and the Colorado Benefits Management System are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider (for CHATS) information in the systems.

7. REMEDIATION PLANS

- a. The County, in consultation with CDHS, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Works Program or Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
 - iii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;
 - iv. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

8. SANCTIONS

- a. Subject to the limitations set forth herein, if CDHS is subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
 - ii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;
 - iii. Failing to meet Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.
- b. A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c. The county will not be sanctioned or required to follow a remediation plan if:
 - i. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
 - ii. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9. PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a. The process for a sanction or remediation plan against the County by CDHS will be as follows:
 - i. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - ii. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDHS imposes the sanction.
 - iii. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.
- b. CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, CDHS may not hold the County liable for that sanction.

10. CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

- a. If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS, at its sole discretion, may assume the County's administration and implementation of the Works Program and/or Child Care Program.

In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before CDHS assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program and/or Child Care Program. CDHS is under no obligation to accept or assume the administration of the Works Program and/or Child Care Program.

If CDHS assumes the County's administration and implementation of the Works or Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Programs, in accordance with the formulas described in CRS 26-2-714. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717.

11. DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S., and Part 8 of Article 2 of Title 26, C.R.S. that grant discretion to either party regarding the administration of the Works or Child

Care Programs in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15. DISPUTE RESOLUTION

- a. Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b. Subsequent to the execution of this document, both parties will work in good faith to resolve a dispute arising from any provision of this executed MOU. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
 - i. Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.
 - ii. Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees, and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members, and is non-binding.
 - iii. Mediation by the State Board of Human Services. If the State Board is requested to mediate, the

provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

- c. None of these options will be a jurisdictional prerequisite to legal action by either party.

MICHELLE BARNES

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

Executive Director or Designee

COUNTY OF GUNNISON COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #5 to the Core Public Health Services Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amendment to the core public health services contract

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

This is the annual renewal for the Immunization Core funds Public Health receives each year.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

CONTRACT AMENDMENT 2019*0246 Amendment #5

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 18 FAAA 97464		
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333				Amendment Contract Number: 2019*0246 Amendment #5		
Contract Performance Beginning Date: The later of the Effective date or July 1, 2017				Current Contract Expiration Date: June 30, 2022		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FAAA 97464	\$15,726.00	\$58,608.37	\$0.00	07/01/2017 - 06/30/2018	\$74,334.37
Amendment #1	19 FAAA 107448	\$15,726.00	\$58,814.00	\$0.00	07/01/2018 - 06/30/2019	\$74,540.00
Amendment #2	2019*0246 Amendment #2	\$15,726.00	\$59,425.00	\$0.00	07/1/2019 - 06/30/2020	\$75,151.00
Amendment #3	2019*0246 Amendment #3	\$0.00	\$4,704.34	\$0.00	11/1/2019 - 06/30/2020	\$4,704.34
Amendment #4	2019*0246 Amendment #4	\$15,726.00	\$57,708.00	\$0.00	07/01/2020 - 06/30/2021	\$73,434.00
Amendment #5	2019*0246 Amendment #5	\$15,726.00	\$41,328.00	\$0.00	07/01/2021 - 06/30/2022	\$57,054.00
Current Contract Maximum Cumulative Amount						\$359,217.71

SIGNATURE PAGE

Contract Routing Number: 2019*0246 Amd #5

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR</p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Date: _____</p>
---	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2021**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2022**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to provide support for public health services, as established by the State Board of Health pursuant to §25-1-503(1), C.R.S. and in accordance with Section §25-1-512 C.R.S. and section §24-75.1104.5 (1.5) (a) (IV) C.R.S. The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships (formerly the Office of Planning, Partnerships, and Improvement). These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To remove the Child Fatality and Division of Environment Health and Sustainability sections from the Statement of Work, work plan, and budget..

5. MODIFICATIONS

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

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

following reason: To remove Child Fatality and Division of Environmental Health and Sustainability sections from the Statement of Work.

- D. The Parties now agree to modify Exhibit K, Budget, of the agreement. Exhibit, K, is deleted and replaced in its entirety with Exhibit, K, attached to this Amendment for the following reason: To remove Child Fatality Prevention funding from the Budget amounts.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. CDS: CYSHCN Data System
3. CYSHCN: Children and Youth with Special Health Care Needs
4. HCP: Program for Children and Youth with Special Health Care Needs
5. MCH: Maternal and Child Health
6. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

III. Work Plan:

A. Local Core Public Health Services

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> . These documents are incorporated and made part of this contract by reference and are available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do .
Primary Activity #2	The Contractor shall prepare reports.
Sub-Activities #2	1. The Contractor shall prepare at least four (4) compliance progress summaries. 2. The Contractor shall prepare an annual report.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference.

	<ol style="list-style-type: none"> 3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.
	Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.
	No later than April 30

B. Maternal and Child Health Services

Goal #1: Optimize the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
Objective #1: No later than the expiration of the contract, the Contractor shall identify and address maternal and child health needs within their county jurisdiction to improve the health and well-being of mothers and children.	
Primary Activity #1	The Contractor shall implement evidence-based strategies to improve maternal and child health.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall select one or more of the identified MCH priorities on which to focus. 2. The Contractor shall complete the electronic MCH and HCP Annual Report and Planning Form, including identification of selected priority(ies) and strategy(ies) to be implemented. 3. The Contractor shall meet with internal partners to identify ongoing areas of alignment between MCH and local public health improvement plan strategies, with the goal of accelerating the achievement of mutual objectives. 4. The Contractor shall implement activities to impact the MCH priority indicated on the electronic MCH and HCP Annual Report and Planning Form. 5. Contractors receiving less than \$40,000 in MCH funding shall participate in a minimum of two progress check in calls with their MCH Consultant. Contractors receiving more than \$40,000 in MCH funding shall participate in a minimum of two progress check in calls and participate in an additional consultation opportunity with their MCH consultant. 6. The Contractor shall complete the MCH Annual Report.
Primary Activity #2	The Contractors receiving less than \$40,000 and selecting HCP on their electronic MCH and HCP Annual Report and Planning Form, or Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall implement HCP, a Program for Children and Youth with Special Health Care Needs, within their agreed upon jurisdiction.

Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall conduct outreach to community organizations to establish connections and strengthen referral systems with HCP. 2. The Contractor shall provide the HCP model of care coordination as outlined in the HCP policies and guidelines 3. Contractors receiving greater than \$40,000 in MCH funding shall participate in HCP statewide meetings via webinar every other month as scheduled. 4. The Contractor shall participate in a progress check-in call with their HCP consultant to review their annual electronic MCH and HCP Annual Report and Planning Form..
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference. 3. The Contractor shall comply with HCP policies and guidelines, if HCP is selected on the electronic MCH and HCP Annual Report and Planning Form. This information is located on the HCP website http://www.hpcolorado.org and incorporated and made part of this contract by reference. 4. The Contractor shall use the electronic MCH and HCP Annual Report and Planning Form provided the MCH program.
Expected Results of Activity(s)	Improve the health status and address the needs of the maternal and child health population within the Contractor's jurisdiction.
Measurement of Expected Results	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none"> 1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH electronic annual report. 2. The Contractor meets at least 75% of their information and resource target as calculated in their electronic MCH and HCP Annual Report and Planning Form. 3. The Contractor meets at least 75% of their care coordination target as calculated in their electronic MCH and HCP Annual Report and Planning Form. 4. Data contained in CDS provides evidence of the children and/or youth provided with HCP care coordination services.
	Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall complete and submit the electronic MCH and HCP Annual Report and Planning Form for the next contract period.

C. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

D. Resolution of Non-Compliance:

The Contractor will be notified in writing within (7) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET

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

II. Budget:

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30, 2021	\$10,332.00	\$3,931.50	\$14,263.50
October 1 through December 31, 2021	\$10,332.00	\$3,931.50	\$14,263.50
January 1 through March 31, 2022	\$10,332.00	\$3,931.50	\$14,263.50
April 1 through June 30, 2022	\$10,332.00	\$3,931.50	\$14,263.50
Total	\$41,328.00	\$15,726.00	\$57,054.00

INTERGOVERNMENTAL MASTER CONTRACT

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:

Board of County Commissioners of Gunnison County
(a political subdivision of the State of Colorado)
200 East Virginia Avenue, Gunnison, CO 81230-2297
for the use and benefit of the Gunnison County
Department of Health and Human Services
225 North Pine Street, Suite E, Gunnison, CO 81230-2333
CONTRACTOR DUNS:

CONTRACT MADE DATE: 11/23/2016

CONTRACTOR ENTITY TYPE:

Political Subdivision

TERM:

This Contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2017,
whichever is later. The Contract shall end on 06/30/2022.

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

ZERO COST MASTER CONTRACT

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

n/a

LAW SPECIFIED VENDOR STATUTE:

n/a

STATE REPRESENTATIVE:

Lisa McGovern
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Carol Worrall, Director of Public Health
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:

The intent of this Master Contract is to set forth the general contract terms and conditions between the parties and to define how the parties will contract with each other in the future using the Task Order Contract process as defined in the Master Contract.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit One - Additional Provisions (and any of its Attachments)
- Exhibit Two - Task Order Contract Template (and its Exhibit A and Exhibit B)

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this Contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

STATEMENTS OF WORK:

Statements of Work and Budgets are to be included in Task Order Contracts.

GENERAL PROVISIONS

The following clauses apply to this Contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this Contract. To the extent that other provisions of the Contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq, CRS as now or hereafter amended.
2. Available Funds Contingency
 - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
 - b. Federal Funds Contingency. Payment pursuant to this Contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this Contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits and all Task Order Agreements entered into pursuant to the Contract, are incorporated herein and made a part of this Contract. Unless otherwise stated, the terms of this Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit One** and its attachments, if included; 3) the Contract (other than the Special Provisions); 4) the Task Order Contract and its **Exhibit A and Exhibit B** and its attachments, if included; 5) other exhibits/attachments in their order of appearance.
5. Notice and Representatives. For the purposes of this Contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.
6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this Contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this Contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this Contract, shall be grounds for termination of this Contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this Contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.
8. Insurance – Contractor. The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor’s obligations under this Contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State’s ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting

electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this Contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this Contract and for a period of six (6) years following the termination of this Contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this Contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed

reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39-26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

13. Conflict of Interest. During the term of this Contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this Contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of the Contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to Contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of

the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this Contract shall be made in one or more of the following ways:

- a. By agreement on a fixed-price adjustment;
 - b. By unit prices specified in the Contract;
 - c. In such other manner as the parties may mutually agree; or
 - d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.
16. **Contract Modifications.** This Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.
17. **Litigation.** The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this Contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. **Notice of Breach and Dispute Resolution:** If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. **Remedies:** In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:

- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
- c. request the removal from work on the Contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- f. modify or recover payments (from payments under this Contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
- g. terminate the Contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the Contract for cause. In the event this Contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this Contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.
- b. Termination for Convenience. The State shall have the right to terminate this Contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this Contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this Contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;

- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;
- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- c. Immediate Termination. This Contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:
 - I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
 - II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
 - III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.
21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:
- a. Cancel the stop work order; or
 - b. Terminate the work covered by such order; or
 - c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this Contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.
23. Understanding of the Parties.
- a. Complete Integration. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
 - b. Severability. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for

any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this Contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this Contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this Contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this Contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
 - II. change of address;
 - III. the filing of bankruptcy.
- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this Contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.
 - h. Changes In Law. This Contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such

required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data

- furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.
25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:
- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
 - c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
 - h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
 - j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d - 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
 - k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(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.
 - n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

- Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
26. **Contractor Affirmation.** If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
 - b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
27. **Annual Audits.** If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State’s Internal Audit Office within thirty (30) calendar days after the Contractor’s receipt of its auditor’s report or nine (9) months after the end of the Contractor’s audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
28. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
29. **Survival of Certain Contract Terms.** Notwithstanding anything in this Contract to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance, compliance, or effect beyond the termination date of the Contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.
30. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor’s performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor’s performance shall be part of the normal contract administration process and Contractor’s

performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

31. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to

the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[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]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) 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 (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY for the use and benefit of the
GUNNISON COUNTY DEPARTMENT OF HEALTH
AND HUMAN SERVICES

Legal Name of Contracting Entity

Phil Chamberland

Print Name of Authorized Officer

Phil Chamberland

Signature of Authorized Officer

1/10/17

Date

Chairperson, BoCC

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By: James McJannet

For Executive Director

Department of Public Health and Environment

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: N/A

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: Monica Barrows

Date: 1/31/17

ADDITIONAL PROVISIONS
To Contract Effective Date 7/1/2017 - Contract Routing Number 18 FAA 00023

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

1. It is the express intent of the parties in entering into this Contract to: a) create a vehicle through which the parties can enter into a simplified Task Order Contract for the purchase and delivery of health and environmental services; b) stipulate that the Contractor is an approved entity to perform certain activities for the State; and c) set forth the terms and conditions under which these activities shall be performed by the Contractor.

In the context of this Contract a "Task Order Contract" means a subordinate document to this Contract that is signed by the State and the Contractor and approved by the State Controller or delegee, and has attached to it a Statement of Work and Budget that has been signed by the applicable State and Contractor program managers. A sample Task Order Contract is attached hereto as **Exhibit Two** and incorporated herein by this reference. The parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental services pursuant to its terms and conditions, no specific purchase of services is made by this Contract. The State may purchase health and environmental services from the Contractor and the Contractor may provide health and environmental services to the State, under this Contract through a Task Order Contract. A Task Order Contract incorporates by reference all the terms and conditions of this Contract. When the State and the Contractor mutually agree upon the services to be purchased from and performed by, the Contractor, the parties may enter into a Task Order Contract, with an accompanying Statement of Work and Budget, for the purchase and delivery of those services. The State's financial obligation to the Contractor for specific health and environmental services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order Contract authorizing the Contractor to perform and deliver those services and the Contractor's performance of the work described in that Task Order Contract.

The State will issue a Task Order Contract to perform some or all the work if, and when, and to the extent, the State determines, in its sole discretion, that the work is needed and that the Contractor should perform that work. The State does not guarantee a certain quantity of the work to the Contractor and shall have no obligation to provide any work to the Contractor, and the Contractor has no justifiable expectancy that it will be given any of the work unless and until the State and the Contractor enter into a Task Order Contract, including an attached Statement of Work and Budget, and the Task Order Contract is approved by the State Controller or designee. The State may elect to perform some or all the work itself, hire other vendors by separate contract to meet State requirements or not perform the work, without liability to the Contractor.

2. The parties expressly acknowledge that this Contract sets forth the general and special contractual terms and conditions of the parties, and that Task Order Contracts issued pursuant to this Contract set forth the specific work contracted for by the State with the Contractor. Each Task Order Contract incorporates by reference all terms and conditions of this Contract and each provision of this Contract shall become part of, and control, each separate Task Order Contract. Subject to the terms and conditions of this Contract, the Scope of Work in a Task Order Contract shall govern the delivery services by the Contractor under that Task Order Contract. However, a Task Order Contract cannot change any of the terms and conditions of this Contract. In the event of any conflict between the terms and conditions of this Contract and a Task Order Contract and/or a Statement of Work attached thereto, the terms and conditions of this Contract shall control. A Task Order Contract only describes the work to be performed under its accompanying Statement of Work and Budget. The Contractor is authorized only to provide and perform those services that have been authorized in a given Task Order the Contract's Statement of Work. The period of performance of any Task Order Contract may exceed the performance period allowed under this Contract, but in no case can the period of performance of any Task Order Contract exceed five (5) years.
3. Task Order Contracts may be renewed, extended, and/or modified by way of the Contract Amendment process outlined in the Task Order Contract, in accordance with State fiscal rules. However, as mentioned above, in no case can a Task Order Contract or any Task Order Contract amendment modify the terms and conditions of this Contract. Any changes to this Contract must be done pursuant to the terms and conditions of the General Provisions of this Contract.
4. Work/services will be defined, negotiated, and ordered from time to time by a Task Order Contract between the parties. If the State has need of services and determines that the Contractor is the appropriate entity to provide those services, the State will contact the appropriate representatives of the Contractor and discuss the services needed. The State shall provide a definition of the requirements to the Contractor. The State and the Contractor will negotiate a statement of work, budget, including applicable time frames for work performance and associated costs. The State will then memorialize the agreed upon statement of work and budget within the Task Order Contract.
5. Upon negotiation and agreement by the parties regarding the scope of the project, the price/cost ceiling, the time for performance and other applicable terms and conditions, a Task Order Contract, in substantially the form attached herein as Exhibit Two, shall be prepared by the State. Following acceptance of the Task Order Contract terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the work, method of payment and project plan, the authorized representatives of the Contractor will sign a minimum of three (3) Task Order Contract originals. Upon signature by the State and the State Controller or delegee and delivery of a fully signed original Task Order Contract to the Contractor, the Contractor shall undertake performance of the specified projects and will perform such projects in a manner inspiring confidence that such projects will be

successfully completed within the time frame and price range agreed to in the Task Order Contract. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various project's status. To ensure delivery of the services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the work on a periodic basis.

6. Performance of work and payment for a project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order Contract. The Contractor warrants that upon negotiation and acceptance of the Task Order Contract, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order Contract. The State's financial commitment stated in the Task Order Contract shall not be considered valid until the State Controller or a delegate executes the Task Order Contract, a fully signed Task Order Contract is received by the Contractor, and Contractor commences performance under the specific Task Order Contract.
7. The Contractor shall be assigned work on a Task Order Contract basis, and shall begin performance of assigned tasks only upon receipt of a fully executed Task Order Contract setting forth the specific work to be performed.
8. The Contractor, with the prior approval of the State, may subcontract the performance of some, or all, of the services provided under a Task Order Contract through a subcontract, teaming, joint venture and/or partnership arrangement or other affiliate arrangement, as determined by the Contractor. However, in all cases the Contractor shall remain solely responsible to the State for the timely and complete performance of all contract deliverables. The Contractor shall cause all of its subcontractors and affiliates to comply with all terms and conditions of this Contract and the applicable Task Order Contract. The Contractor, at the request of the State, shall provide background information with respect to all subcontractors and affiliates, the Contractor desires to utilize or include in the performance of work under any Task Order Contract.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. *** *****

APPROVED TASK ORDER CONTRACT - WAIVER #154

This task order contract is issued pursuant to master contract made on mm/dd/yyyy, with routing number xxxxxxxxxxxxxxxxxxxx.

STATE: State of Colorado for the use & benefit of the Department of Public Health and Environment

CONTRACTOR:

CONTRACT MADE DATE:

CORE ENCUMBRANCE NUMBER: *****

TERM: This contract shall be effective upon approval by the State Controller, or designee, or on mm/dd/yyyy, whichever is later. The contract shall end on mm/dd/yyyy.

PROCUREMENT METHOD: >select one<

BID/RFP/LIST PRICE AGREEMENT NUMBER:

LAW SPECIFIED VENDOR STATUTE:

STATE REPRESENTATIVE:

CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE: Political Subdivision

BILLING STATEMENTS RECEIVED: >select one<

STATUTORY AUTHORITY:

CLASSIFICATION: >select one<

CONTRACT PRICE NOT TO EXCEED:

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS:

OTHER FUNDING DOLLARS:

Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY**:

FY**:

FY**:

FY**:

FY**:

PRICE STRUCTURE: >select one<

CONTRACTOR REPRESENTATIVE:

PROJECT DESCRIPTION:

>Insert a brief summary of the statutory or regulatory requirements of the program and its intended outcome<

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SAMPLE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

Legal Name of Contracting Entity

By: _____
For Executive Director

Print Name of Authorized Officer

Department of Public Health and Environment

Signature of Authorized Officer

Date

Department Program Approval:

Print Title of Authorized Officer

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER:
Robert Jaros, CPA, MBA, JD**

By: _____

Date _____

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SAMPLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement Letter for Gunnison County Health

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Expanded funding in ELC Covid work

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Grant is good through July of 2023. No cost to County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021



HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3738
Public Health Phone: (970) 641-0209
220 N Spruce St., Gunnison, CO 81230
Website: www.GunnisonCounty.org

May 19, 2021

To: Nicole Comstock

Organization Name: Gunnison County Health and Human Services

Subject: Acknowledgement letter for ELC – Enhancing Detection Expansion

Dear Ms. Comstock:

This is to acknowledge that I have received, reviewed, and understand the requirements in the ELC – Enhancing Detection Expansion (ELC 2) Scope of Work, Allowability Roadmap and Federal Provisions.

The federal funding received will be in support of the scope of work referenced herein and will be spent in accordance with the legislation and programmatic guidance.

Name:

Title:



STATE OF COLORADO
Department of Public Health & Environment

ORDER		*****IMPORTANT*****	
Number:	PO,FHJA,202100010510	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.	
Date:	5/10/21	BILL TO	
Description:	ELC Expansion - Gunnison	OEPR-COVID, A-2 4300 Cherry Creek Drive South Denver, CO 80246	
Effective Date:	05/10/21	SHIP TO	
Expiration Date:	07/31/23	OEPR-COVID, A-2 4300 Cherry Creek Drive South Denver, CO 80246	
BUYER		SHIPPING INSTRUCTIONS	
Buyer:		Delivery/Install Date: -	
Email:		FOB: FOB Dest, Freight Prepaid	
VENDOR			
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248			
Contact:	EFT REMIT		
Phone:	.		
VENDOR INSTRUCTIONS			
EXTENDED DESCRIPTION			
This purchase order shall not exceed			
This purchase order contains federal funds the incorporated federal provisions apply to this purchase.			
Line Item	Commodity/Item Code	UOM	QTY
1	G1000		0
		Unit Cost	Total Cost
		0.00	\$693,498.00
MSDS Req.	<input type="checkbox"/>		
Description: ELC Expansion - Gunnison			
Service From: 05/10/21		Service To: 07/31/23	
TERMS AND CONDITIONS			
https://www.colorado.gov/osc/purchase-order-terms-conditions			
DOCUMENT TOTAL = \$693,498.00			

Federal Provisions – Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

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

1) **Federal Award Identification.**

- a. Subrecipient: Gunnison County Dept of Health & Human Serv.
- b. Subrecipient DUNS number: 133115220
- c. The Federal Award Identification Number (FAIN) is NU50CK000552.
- d. The Federal award date is 1/4/21.
- e. The subaward period of performance start date is 5/10/2021 and end date is 7/31/2023.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
8/1/2020 - 7/31/2021	\$ 693,498.00	\$331,463,532.00

- g. Federal award title of project or program: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC).
- h. The name of the Federal awarding agency is: **Department of Health and Human Services Centers for Disease Control and Prevention** and the contact information for the awarding official is Ms. Joelle Cadet Grants Management Specialist grx2@cdc.gov (404)498-4349; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Nicole Comstock nocole.comstock@state.co.us (303)692-2676.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.323 and the grant name is Epidemiology and Laboratory Capacity for Infectious Diseases (ELC).
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

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

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

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

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

EXHIBIT END

ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2) to LPHAs:

Statement of Work

I. Project Description:

This project serves to control the spread of COVID-19 in Colorado. The COVID-19 pandemic has resulted in an unprecedented public health response worldwide. The project will strengthen and support local public health agencies responding to COVID-19 by funding personnel to perform critical containment activities, such as disease surveillance, case investigation, contact tracing, and testing, based on jurisdictional needs. The project also supports local responses to COVID-19 outbreaks, infection prevention efforts at health care and other settings, and promotes health equity aspects of the response.

The project benefits all Coloradans by providing support to every local public health agency working on behalf of Colorado communities. The project covers activities starting on January 14, 2021, through July 31, 2023. The funding for this effort is from the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) cooperative agreement titled “Enhancing Detection Through Coronavirus Response and Relief Supplemental Funds”; activities outlined in this statement of work are in line with guidance CDC provided with the funding source and builds upon the first round of ELC funding distributed to local public health agencies in June 2020.

II. Definitions:

1. CDC - Centers for Disease Control and Prevention
2. CDPHE - Colorado Department of Public Health and Environment
3. CEDRS - Colorado Electronic Disease Reporting System
4. Dr. Justina - The statewide COVID-19 case and contact surveillance system; this system shares case data with CEDRS
5. Colorado COVID-19 Case and Outbreak Definitions - Can be found at the following website and will be updated as needed:
<https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
6. Outbreak line lists - Electronic lists of probable and confirmed cases containing demographic, illness, and exposure information for each case. A CDPHE developed template is available.
7. LPHA - Local public health agency

8. Quarterly time frames - For the purpose of submitting the quarterly online survey, quarters are defined as:
1. Quarter 1: July - September
 2. Quarter 2: October - December
 3. Quarter 3: January - March
 4. Quarter 4: April - June

III. Work Plan:

Goal #1: Control the spread of COVID-19 in Colorado.	
Objective #1: No later than the expiration date of the contract, support public health personnel conducting epidemiological response activities for COVID-19.	
Primary Activity #1	The Contractor shall use funding to support personnel to work on COVID-19 epidemiological response activities.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall prepare a plan identifying the COVID-19 epidemiological response activities that require personnel funding support based on the jurisdictional needs. 2. The Contractor shall prepare a capacity plan outlining local public health agency implementation steps to be the primary provider of all COVID-19 case investigation, contact tracing, and outbreak investigation activities in non-state-run facilities for their jurisdiction by January 2, 2022.
Primary Activity #2	The Contractor shall prepare a project budget that covers the time frame through July 31, 2023.
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall revise the budget annually.
Primary Activity #3	The Contractor shall complete the funding acknowledgement letter.

Primary Activity #4	The Contractor shall implement the COVID-19 epidemiological response activities outlined in the plan approved by CDPHE.
Sub Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall complete the quarterly online survey on epidemiological response activities being performed. 2. The Contractor shall have a staff member attend, or watch the recording, of the statewide CDPHE/local public health agency COVID-19 webinars.
Primary Activity #5	The Contractor shall prepare a COVID-19 testing plan for the jurisdiction that describes testing options and how the Contractor is ensuring access to testing.
Primary Activity #6	The Contractor shall investigate outbreaks of COVID-19.
Sub Activities #6	<ol style="list-style-type: none"> 1. The Contractor shall provide initial outbreak reports to CDPHE. 2. The Contractor shall provide outbreak line lists to CDPHE. 3. The Contractor shall provide outbreak final reports to CDPHE.
Objective #2: No later than the expiration date of the contract, increase knowledge of infection prevention and control within the jurisdiction.	
Primary Activity #1	The Contractor shall distribute ventilation guidance and toolkit information to residential care facilities in their jurisdiction.
Sub Activities #1	The Contractor shall track which residential care facilities received the ventilation guidance and toolkit.
Primary Activity #2	The Contractor shall identify an individual to function as an infection prevention liaison with CDPHE.
Objective #3: No later than the expiration date of the contract, incorporate health equity principles into COVID-19 epidemiological, testing, and vaccination response activities.	

<p>Primary Activity #1</p>	<p>The Contractor shall incorporate health equity principles into COVID-19 epidemiological, testing, and vaccination response activities.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with allowability of expenditures as listed in the CDPHE COVID-19 ELC round 2; Allowable costs for funding source can be found on the following website: https://sites.google.com/state.co.us/covid-19fiscalresponse/elc-enhancing-detection-expansion . The content of this website is incorporated and made part of this contract by reference. 3. CDPHE will provide the template for the plan for identifying the COVID-19 epidemiological activities and capacity plan for the LPHA being the primary provider of case investigation, contact tracing, and outbreak investigation activities in non-state-run facilities no later than five (5) business days after contract execution. 4. The Contractor shall consult with CDPHE if they are unable to meet the target for completed case interviews. This target is 90% of all interviews completed within one working day of the date the case was assigned to a county in the Colorado Electronic Disease Reporting System (CEDRS) or Dr. Justina when seven day incidence levels are between 0-100 cases per 100,000 population. 5. The Contractor shall consult with CDPHE if they are unable to meet the target for completing contact interviews. This target is 90% of all interviews completed within one working day of identification when seven day incidence levels are between 0-100 cases per 100,000 population. 6. The Contractor shall report cases meeting the probable and confirmed case definition into CEDRS or Dr. Justina or other CDPHE-designated system within one working day of

Contractor knowledge of the case. This case definition document is incorporated and made a part of this contract by reference and is available at the following website:

<https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONgVtEASGgse85WuBmcToc9ev-74/edit?usp=sharing>

7. The Contractor shall utilize CEDRS, Dr. Justina or other CDPHE designated systems to report COVID-19 cases and contacts identified outside of their jurisdiction to CDPHE within one working day of identification. If the Contractor utilizes a different system for contact tracing, the Contractor shall report contacts identified outside of their jurisdiction to the appropriate local public health agency within one working day.
8. The Contractor shall utilize CEDRS or Dr. Justina or other CDPHE-designated system to record COVID-19 case and contact investigation data within one week of interview completion. If the Contractor utilizes a different system for contact tracing, the Contractor shall make contact investigation data available to CDPHE upon request.
9. CDPHE will run reports throughout the response to evaluate investigation timelines and data entry completion in CEDRS or Dr. Justina or other CDPHE designated systems.
10. The Contractor can select from the following COVID-19 epidemiological response activities for the plan; required activities are noted and 70% of the Contractor's budget (after indirect) must be allocated to required activities. Funded staff may work on other emerging infections and communicable diseases of public health significance if the COVID-19 workload decreases through the funding term.
 - a. (required) Conduct case identification, investigation, management, and disease control strategy implementation (isolation).
 - b. (required) Conduct contact identification, investigation, and disease control strategy implementation (quarantine).
 - c. (required) Conduct outbreak reporting and investigation in non-state-run facilities.
 - d. (required) Organize, administer, conduct, and/or maintain current knowledge of jurisdictional and community resources for COVID-19 testing.
 - e. (required) Serve as an infection prevention liaison with CDPHE.

	<ul style="list-style-type: none">f. Conduct contact monitoring during quarantine to assess for symptoms and connect to testing.g. Conduct infection prevention activities, including participating with CDPHE infection prevention staff on infection control and response assessments, providing guidance to a variety of healthcare entities, assist in recruiting ambulatory (unregulated) health care settings to complete infection prevention assessment and training, and participating in infection prevention training.h. Provide case and contact support and resource connections through the isolation and quarantine periods, including but not limited to health, mental health, economic, and social support. Guidance around using these funds for quarantine and isolation support can be found at https://drive.google.com/file/d/1fw4jcupzBIH5O9SFPW3yo90x9ysFimEg/view.i. Conduct epidemiological data analysis for the jurisdiction.j. Conduct public and partner communication and education.k. Conduct community mitigation actions.l. Conduct health equity activities around case investigation, contact tracing, testing, vaccination and other epidemiological response activities.m. Conduct vaccination activities. Vaccine-related activities must receive prior approval in writing from CDPHE.n. Conduct wastewater COVID-19 surveillance activities.o. Support COVID-19 administrative, leadership, legal, planning, and communication staffing and activities within the agency. <p>11. CDPHE will provide the funding acknowledgement letter within five (5) business days of contract execution.</p> <p>12. The Contractor shall use the CDPHE budget template for the project budget.</p> <p>13. CDPHE will provide the budget template within five (5) business days of contract execution. The budget can cover allowable expenses from January 14, 2021, through July 31, 2023.</p>
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14. CDPHE will send the quarterly online surveys to the Contractor to collect information about activities the Contractor is performing with this funding. The survey will include questions related to the following:
 - a. Epidemiological activities
 - b. Testing activities
 - c. Health equity activities
 - d. Infection prevention activities (including identifying the infection prevention liaison at the LPHA)
 - e. Budget updates
15. The statewide CDPHE/local public health agency COVID-19 webinars are held on Tuesdays and Thursdays from 12:30 PM - 1:30 PM, and recordings are available for one week after the call in the COVID-19 LPHA Google folder (https://drive.google.com/drive/folders/19rlh3Vy6BXF-17S00ilTCwHDVsZmG_f0). Call frequency may be adjusted as the pandemic progresses, and will be communicated via email. CDPHE will monitor call attendance by downloading participant lists from the webinar service and monitor viewing of meeting recording.
16. The Contractor shall use the CDPHE testing plan template to provide jurisdictional testing information to CDPHE. CDPHE intends to support testing activities through the duration of the project period. Jurisdictional testing information can include CDPHE-supported mechanisms and other mechanisms.
17. The Contractor shall use the “COVID-19 outbreak report form” found in this Google folder for initial and final outbreak reports:
https://drive.google.com/drive/folders/1JyhL_mUgP-RFJi9TllvX0eZo8pVg-zju. Additional outbreak resources and tools can be found in this folder.
18. The Contractor shall reference the Google Map of CDPHE COVID-19 Epi Teams to determine the team assigned to the Contractor’s jurisdiction. Outbreak initial reports, line lists, and final reports shall be submitted to the appropriate team email address; alternatively, outbreak initial reports and final reports can be emailed to the outbreak email inbox: cdphe_covid_outbreak@state.co.us. This Google Map is incorporated and made a part of this contract by reference and is available at the following website:
<https://www.google.com/maps/d/u/0/viewer?ll=39.681381>

[699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw](https://www.cdphe.state.co.us/699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw)

19. The Contractor shall utilize CDPHE infection prevention guidance if support is provided to Residential Care Facilities within their jurisdiction. The Contractor shall not impose limitations that are more restrictive than CDPHE guidance. CDPHE guidance can be found at:
<https://covid19.colorado.gov/lctf>.
20. CDPHE will provide ventilation guidance and toolkit information to the Contractor.
21. The Contractor shall participate in CDPHE led post award meeting(s).
22. The Contractor shall ensure all funding requirements are met with all expenses including subcontractors.
23. The Contractor shall ensure project budget is paced throughout the full term of the contract. Vaccine-related activities must receive prior approval in writing from CDPHE.
24. The Contractor shall communicate any projected budget changes to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes or by the designated deliverables within 6 months and 12 months of contract expiration. Projected budget changes could be staff changes, changes in county support, lack of COVID-19 work, etc.
25. The Contractor shall respond to identified performance improvements and needs that may arise in activities, reporting, deliverables, and budget pacing.
26. The Contractor shall respond to CDPHE inquiries on health equity activities and quarterly report submissions.
27. The Contractor shall continue to meet deliverables contained in the ELC Enhancing Detection funding statement of work that was provided in June 2020.

<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Activities will contribute to the containment of COVID-19. 2. The Contractor will provide high quality public health surveillance and epidemiological investigation of COVID-19 cases, contacts, and outbreaks in line with state and federal requirements and best practices. 3. The Contractor shall maintain satisfactory performance outlined in the statement of work. 	
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. CDPHE will tabulate data in CEDRS and Dr. Justina, or other CDPHE-designated systems, on a regular basis to track the containment of COVID-19. 2. CDPHE will calculate monthly investigation metrics to measure and track the quality of investigations of COVID-19 cases, contacts, and outbreaks. 3. CDPHE will evaluate Contractor performance on a quarterly basis at minimum. 	
<p style="text-align: right;">Completion Date</p>		
<p>Deliverables</p>	<ol style="list-style-type: none"> 1. The Contractor shall submit a plan, using the CDPHE template, identifying the COVID-19 epidemiological activities that require personnel funding and capacity plan for case investigation, contact tracing, and outbreak investigation via email to the CDPHE Contract Monitor. 	<p>No later than 45 days after the execution of the contract</p>
	<ol style="list-style-type: none"> 2. The Contractor shall submit a project budget via email to the CDPHE Contract Monitor. 	<p>No later than 45 days after execution of the contract</p>
	<ol style="list-style-type: none"> 3. The Contractor shall submit the budget revision via email to the CDPHE Contract Monitor. 	<p>No later than 30 days after the last day of Quarter 3, annually</p>

	<p>4. The Contractor shall notify the CDPHE Contract Monitor via email of unobligated funds.</p>	<p>No later than July 21, 2022 and by January 31, 2023</p>
	<p>5. The Contractor shall respond to a survey to report progress via email from CDPHE.</p>	<p>Quarterly, by the last day of the month starting in July 2021</p>
	<p>6. The Contractor shall submit a COVID-19 testing plan for the jurisdiction via email to the CDPHE Contract Monitor.</p>	<p>No later than August 2, 2021</p>
	<p>7. The Contractor shall submit line lists for all active outbreaks in their jurisdiction weekly by noon on Tuesday via email to the CDPHE Team listed on the Google Map of CDPHE COVID-19 Epi Teams.</p>	<p>Weekly through July 31, 2023</p>
	<p>8. The Contractor shall report COVID-19 outbreaks to the respective CDPHE COVID-19 Epi Team or outbreak email inbox.</p>	<p>Within 24 hours of identifying the outbreak</p>
	<p>9. The Contractor shall submit final outbreak report forms to the appropriate CDPHE COVID-19 Epi Team or outbreak email inbox.</p>	<p>Within 2 weeks of the outbreak meeting closure criteria</p>
	<p>10. The Contractor shall submit their reimbursement for expenses from January 14, 2021 through April 30, 2021, for reimbursement to the CDPHE Contract Monitor.</p>	<p>No later than 45 days after execution of the contract.</p>

	11. The Contractor shall submit the list of residential care facilities where ventilation guidance and the toolkit were provided via email to the CDPHE Contract Monitor.	No later than 30 days before the end of the contract.
	12. The Contractor shall submit a signed funding acknowledgement letter, using the CDPHE provided template.	No later than 45 days after execution of the contract

IV. ADDITIONAL PROVISIONS - Payment Structure

To receive compensation under the Purchase Order, the Contractor shall submit a signed Monthly Invoice Form. This ELC Simplified Invoice template is accessible from the CDPHE COVID-19 Fiscal website located at this link:

https://docs.google.com/spreadsheets/d/1UgSoUoGmzAy6_0gPJx-b74BXw7R0qEbgzkL-RivOXIw/edit#gid=121834738; the form is incorporated and made part of this statement of work by reference.

The Invoice Form must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered.

Expenditures shall be in accordance with the Statement of Work and Budget. Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and general ledger supporting documentation to your regional contract monitor. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.

Unless otherwise provided for in the Purchase Order, “Local Match”, if any, shall be included on all invoices as required by the funding source.

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

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

To ensure funding is available to complete deliverables throughout the period of performance, the Contractor shall not invoice for more than the percent available as follows:

Period	Percent available for invoicing
Through 6/30/21	30%
Through 12/31/21	50%
Through 6/30/22	85%
Through 12/31/22	95%
Through 7/31/23	100%

V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within (10) calendar days of discovery of a compliance issue. Within (5) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

CDPHE monitoring findings of non-performance, inadequate performance, or excessive unobligated funds without an adequate spenddown plan may result in a revision to this Statement of Work and a reduction or termination of ELC COVID funding.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Lease Agreement; Michael Barnes and Chr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Michael Barnes and Chris Osmundson dba Drug Test West, Inc.

Term Begins: 04/01/2021

Term Ends: 3/31/2022

Grant Contract #:

Summary:

Commercial lease agreement where the Airport will lease land-side property to Michael Barnes and Chris Osmundson dba Drug Test West to operate a commercial business under the conditions described in the agreement.

Fiscal Impact: Rent: \$350/month

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. CAO requests review of COIs to ensure appropriate coverage. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2021 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **MICHAEL BARNES AND CHRIS OSMUNDSON, D/B/A DRUG TEST WEST, INC.**, (the "Tenant").

RECITALS

- A. The County is the owner and operator of the Gunnison-Crested Butte Regional Airport (the "Airport") and the County owns the real property located in the City of Gunnison, Gunnison County, Colorado as more particularly described in Exhibit A, commonly known as 711 S. 10th Street and 725 S. 10th Street, Units A, A-1, B, C and D, Gunnison, CO 81230 (the "Building").
- B. The Building is located within an area directly adjacent to the Airport, sometimes referred to as a land-side property, and the County desires to lease a portion of the Building as more particularly described in Exhibit B, also known as 725 S. 10th Street, Unit A-1, Gunnison, CO 81230 (the "Leased Premises") to the Tenant.
- C. The Tenant desires to lease the Leased Premises from the County for the purpose of alcohol and drug testing services with related laboratory and collection services and in accordance with the terms and provisions of the Lease and any applicable Airport regulations and the County desires to lease the Leased Premises to the Tenant.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

ARTICLE I. THE LEASED PREMISES

Section 1.01 The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease and subject to the provisions of the applicable Airport regulations, including but not limited to Federal Aviation Regulations Part 77, exclusive use of the Leased Premises as shown on Exhibit B. The Tenant shall have non-exclusive access to shared parking directly in front of the Building fronting Railroad Ave. and behind the Building, off the alley between S. 9th St. and S. 10th St., all designated as common space equally shared by all tenants of the Building as shown on Exhibit B. **In no event shall any parking be permitted along either side of S. 10th Street along the side of the Building or against any of the Airport's runway fencing.** For purposes of clarity, this Lease does not permit the Tenant to use any portion of the Airport facility or property. Tenant, any of its employees, agents, guests, licensees or invitees must abide by all posted Airport signage and regulations.

Section 1.02 Fixtures, Furniture and Equipment. As part of the Leased Premises, County includes fixtures, furniture and equipment as described in Exhibit C. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit C as well as catalog any Tenant-provided fixtures, furniture and equipment.

Section 1.03 Condition of Leased Premises. The Tenant has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **five hundred and four (504)** square feet.

Section 1.04 Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County's prior written consent.

Section 1.05 No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado and the Federal Aviation Administration. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

Section 1.06 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law or regulations governing the Airport. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may

remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the “Term”), commencing on **April 1, 2021** (the “Commencement Date”) and ending on **March 31, 2022** unless terminated earlier in accordance with the terms of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an “Extended Term”), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County’s discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

ARTICLE III. RENT

Section 3.01 Rent. The Tenant shall make annual rental payments (the “Annual Rent”) for the Premises of **four thousand and two hundred and 00/100 U.S. Dollars (\$4,200.00)** payable in monthly installments in advance on the first day of each month of **three hundred and fifty and 00/100 U.S. Dollars (\$350.00)**. The Tenant shall pay as “Additional Rent” all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as “Rent.” The payment of Rent shall begin on the Commencement Date, without demand in accordance to the amounts set forth in the table below.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The “CPI Adjustment” shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

Section 3.03 Security Deposit. The Tenant has previously paid, and the County continues to hold a security deposit in the amount of **three hundred and twenty-five and 00/100 U.S. Dollars (\$325.00)**. This security deposit will be held by the County to ensure the Tenant’s faithful performance of all of the terms, conditions and covenants of this Lease. The County may apply the security deposit to cure any default. The Tenant may not apply the security deposit to the payment of Annual Rent or for the performance of other obligations. The County will refund the security deposit within 30 days after termination of the Lease, less any deductions for past due amounts or damage to the Leased Premises.

Section 3.04 Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Juan Guerra, Interim Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars (\$10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

Section 3.05 Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, the Tenant agrees to: (1) maintain the Leased Premises and all non-affixed improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

Section 4.02 Failure to Maintain. Should the Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease, the County may conduct such maintenance on behalf of the Tenant, and the Tenant shall reimburse the County for all costs and expenses plus an administrative charge of 50% of such costs incurred in connection with such maintenance.

Section 4.03 Service and Maintenance by Professionals. All Tenant maintenance obligations at the Leased Premises shall only be performed by qualified or licensed service professionals. Upon request by the County, Tenant shall promptly provide a list of all service agreements, a copy of any service agreements in place as well as contact information for personnel providing such services to Leased Premises. The County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.07 below, to determine compliance with this Section 4 of the Lease.

Section 4.04 Utilities. The Tenant shall be responsible for obtaining all utilities associated with the Leased Premises, including but not limited to, electricity, heat, internet service, telecommunications services, snow removal, trash removal and any other services not provided by the County to the Leased Premises at the Tenant's sole cost and expense. To the extent the provision of additional services to the Leased Premises requires alterations of the Building, the Tenant shall comply with the terms of Article V below. The disruption, failure, lack or shortage of any service or utility due to any cause whatsoever shall not affect any obligation of the Tenant hereunder, and the Tenant shall faithfully keep and observe all the terms, conditions and covenants of this Lease and pay all Rent due hereunder, all without diminution, credit or deduction. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

Section 4.05 County Provided Services. Notwithstanding the above, the County shall provide to the Tenant during the Lease, as part of the rental consideration, the following services: **water and sewer**

Section 4.06 Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Leased Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

Section 4.07 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a

description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions (“Alterations”) shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

- (a) Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. “Detailed Plans and Specifications” means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.
- (b) The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations, including but not limited to, any necessary Federal Aviation Administration approvals, for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.
- (c) The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.
- (d) The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.
- (e) All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County’s reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County’s cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).
- (f) All work done in connection with Alterations shall be at the Tenant’s sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.
- (g) The Tenant shall ensure that at no time shall any mechanic’s lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one

hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

- (h) The Tenant shall diligently pursue construction of any approved Alterations until completion.
- (i) Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.
- (j) Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- (k) Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.
- (l) In no case shall any Alterations constitute grounds for extending the term of this Lease.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

Section 7.01 Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

- (a) Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,093,000.00) per occurrence or as a combined single limit each occurrence.
- (b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
- (c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.
- (d) Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,093,000.00) per occurrence or as a combined single limit each occurrence.

Section 7.02 County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

Section 7.03 Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

Section 7.04 Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

Section 7.05 Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Airport, Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 7.06 Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) or any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

Section 7.07 Casualty Damage.

- (a) In the case where the Leased Premises shall be rendered untenable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.
- (b) If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.
- (c) If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.
- (d) If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within 15 days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

Section 7.08 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area shall not adversely affect

the maintenance, operations or future development of the adjacent Airport. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building or the Airport caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County

in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) 18% per annum until paid and the County may pursue any other remedy available to it.

Section 9.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

ARTICLE X. REPRESENTATIONS & WARRANTIES

Section 10.01 Representations & Warranties. The Tenant represents and warrants to the County as follows:

- (a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.
- (e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.
- (f) No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

ARTICLE XI. DEFAULT AND REMEDIES.

Section 11.01 Events of Default. Any one or more of the following events shall be an “Event of Default”:

- (a) The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;
- (b) The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;
- (c) The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;
- (d) The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or
- (e) The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant’s assets located at the Leased Premises or of the Tenant’s interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant’s assets located at the Leased Premises or of the Tenant’s interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 11.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant’s right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County’s expenses incurred thereby including the costs of removing and storing the Tenant’s or any other occupant’s property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant’s right to possession of the Leased Premises, the Tenant will immediately surrender the Leased

Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 11.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at 150% of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 11.04 Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the

Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

Section 11.06 Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

Section 12.02 Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

Section 12.03 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

ARTICLE XIII. ABANDONMENT

Section 13.01 Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after 30 days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

ARTICLE XIV. OBLIGATIONS OF THE COUNTY

Section 14.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, commercial and airport purposes with the accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft and the danger and nuisance thereof.

ARTICLE XV. EMINENT DOMAIN; CONDEMNATION

Section 15.01 General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

Section 15.02 Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not

terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.03 Partial Taking – County’s Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within 30 days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.04 Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County’s award) against the condemner for the value of the Tenant’s personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 16.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations, zoning regulations and Airport requirements, all as may be amended from time to time.

Section 16.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

- (a) Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.
- (b) The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.
- (c) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.
- (d) Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of the County.
- (e) All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant’s misuse shall be paid by the Tenant.
- (f) Animals, except qualified services animals, are prohibited in the Leased Premises and in

the Building.

- (g) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.
- (h) The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Leased Premises. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys to the County.
- (i) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises or Building, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property, including but not limited to the Federal Aviation Regulations Part 77.
- (j) Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.
- (k) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

ARTICLE XVII. COMPLIANCE WITH LAWS; AIRPORT CONSTRUCTION

Section 17.01 Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

Section 17.02 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 17.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, the Federal Aviation Administration or the State of Colorado.

Section 17.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 17.05 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 17.06 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 17.07 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds \$150,000.

Section 17.08 Airspace Above Premises. The County reserves for itself and for the use and benefit of the public, and the Tenant acknowledges and accepts the Leased Premises subject to, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing upon, taking off from, or operating on, the Airport.

Section 17.09 Interference with Aircraft. The Tenant shall not erect or permit the erection of any structure or object on the Leased Premises above the elevations established by the Airport. The Tenant shall not make use of the Leased Premises in any manner that might interfere with the landing, taking off, or operation of aircraft upon the Airport nor create any hazard at the Airport. If the Tenant fails to comply with this Section, the County reserves the right to enter upon the Leased Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, at the sole cost and expense of the Tenant.

Section 17.10 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, including but not

limited to the Airport, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

ARTICLE XVIII. MISCELLANEOUS

Section 18.01 County Representative. The Airport Manager and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 18.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 18.03 Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 18.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 18.05 Time of Essence. Time is of the essence in this Lease.

Section 18.06 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

Section 18.07 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 18.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or

bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 18.09 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 18.10 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 18.11 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

Section 18.12 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Drug Test West, Inc.
Attn: Michael Barnes and Chris Osmundson
725 S. 10th Street, Unit A-1
Gunnison, CO 81230
Email: _____

If to the County:

Gunnison-Crested Butte Regional Airport
Attn: Rick Lamport, Airport Manager
519 W. Rio Grande
Gunnison, CO 81230
Email: rlamport@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 18.13 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 18.14 Incorporation of Exhibits, Other Documents. The Exhibits and any applicable Airport regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable Airport Regulations, the Airport regulations shall control.

Section 18.15 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 18.16 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

Section 18.17 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 18.18 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this

Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signatures appear on following page.]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON.

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

TENANT:

MICHAEL BARNES AND CHRIS
OSMUNDSON, D/B/A DRUG TEST
WEST INC.,

By: 
Michael Barnes

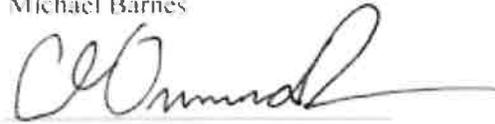
By: 
Chris Osmundson

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

Lots 16 through 26, Block 11, RIO GRANDE ADDITION, according to the plat recorded April 14, 1961 as Reception No. 247973, TOGETHER WITH the E 15' of the vacated north-south alley adjacent to Lots 16 through 22, said Block 11,

City of Gunnison
County of Gunnison
State of Colorado;

known as 725 S. 10th Street, Units A, A-1, B, C, D and 711 S. 10th Street, Gunnison, CO 81230, consisting of three buildings, together with all appurtenances.

EXHIBIT B
LEASED PREMISES DESCRIPTION

**Gunnison County
10th Street Leases**

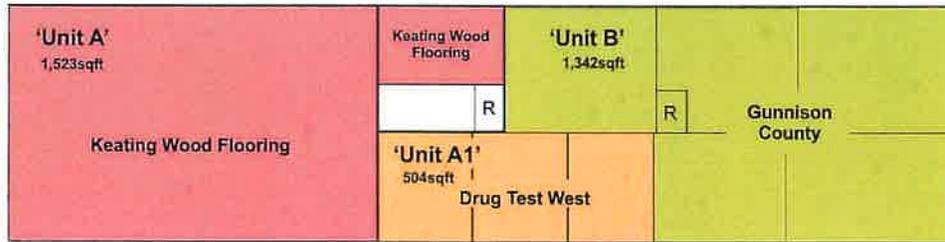
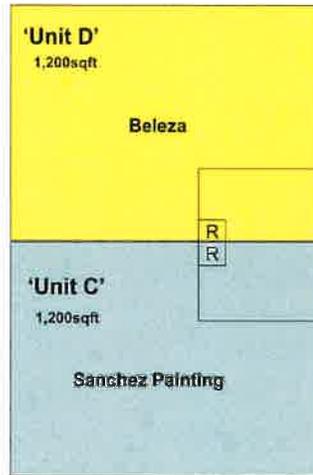


EXHIBIT C

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Purchase; Airport Terminal New Parkin

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Advanced Parking Systems

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The parking system was selected for the new parking lot at the airport terminal. Asking for approval to purchase the selected system

Fiscal Impact: Purchase of \$78,045.00

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Parking system was budgeted at \$120k, this is a cost savings on the terminal project.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

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: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

Trae Gillen, President

1251 S. Huron Street ▪ Denver, CO 80223
Tele: (303) 698-0065 ▪ Fax: (303) 698-4432
Email: trgillen@apsdenver.net
Website: www.apsdenver.net

QUOTE

DATE: 4/12/2021

QUOTE NUMBER: 41221

PREPARED BY: Trae Gillen

PROJECT/JOB: COS

Advanced Parking Systems

PREPARED FOR: John Cattles

Gunnison County

P.O. #	SHIP VIA	TERMS
	ground	net

DESCRIPTION	QUANTITY	UNIT PRICE	LINE PRICE
Entry Station ParkID	2	\$ 11,375.00	\$ 22,750.00
Credit Card exit Station ParkID	1	\$ 14,500.00	\$ 14,500.00
Access Cards HID	100	\$ 4.50	\$ 450.00
Validation Paper per 100	10	\$ 76.00	\$ 760.00
Intercom at entry and exits	3	\$ 800.00	\$ 2,400.00
Master Intercom station	1	\$ 2,200.00	\$ 2,200.00
Magnetic Gate with LED lights	3	\$ 3,720.00	\$ 11,160.00
			\$ -
			\$ -
ParkID Instance and License Annual Charge	1	\$ 6,000.00	\$ 6,000.00
Router for Hosted Model	1	\$ 1,500.00	\$ 1,500.00
ParkID Onsite Training 3 days	1	\$ 2,550.00	\$ 2,550.00
Travel 3 days	1	\$ 2,400.00	\$ 2,400.00
			\$ -
			\$ -
			\$ -

SUBTOTAL	\$ 66,670.00
TAX	
LABOR	\$ 9,500.00
SHIPPING	\$ 1,875.00
TOTAL	\$ 78,045.00

APPROVED QUOTE NUMBER

Authorized Signature

Date

Name

Title



ParkAdvance Exit Station

Smart, Reliable, Future-proof

The ParkAdvance Exit Station has been engineered to offer an outstanding combination of ease of consumer use, advanced consumer features, exceptional reliability, robust durability and great aesthetics. ParkAdvance Exit Stations are also easy to configure and manage using our integrated ParkiD system software



a dymniq
company

ParkAdvance Exit Station

Specifications

Display

Diagonal screen size: 7 inch Wide

Backlight

Colours: 16.2 million

Resolution: 800 x 480

Type: LCD

Power saving mode

Communication

Optional 2-way voice intercom

Optional 1-way video intercom

Connection

TCP-IP

Dimensions

Packaging type: FSC approved re-usable pallet box

Product weight: 88 lbs

Product dimensions (WxDxH): 21.7 in x 19.7 in x 51.3 in

Payment methods

Pin

Credit card / Debit card

Power

Main power supply: 120V, max. 3.2A

Cooling fan: 120V, 0A - 0.2A

Heater: 120V, 3.3A - 0,2A

Safety

1/ 2-channel detector 120V

Tamper alarm

Door contact

Euro cylinder lock

Software

WPS ParkiD

WPS ParkiD Cloud

Supported Credentials

HID

MIFARE

AWID

NEDAP

LPR: HTS, ARVOO, Survision

Credit Card IN and OUT

Certifications

PCI-DSS / PA-DSS

Green specification

20% energy reduction due to standby functionality

Thermostat standard temp 59 °F

FSC approved receipt paper

Standard

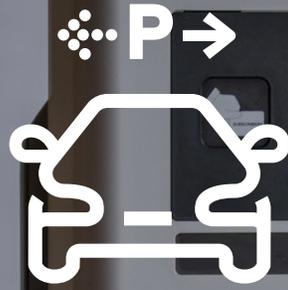
- Aluminum housing
- Barcode reader / acceptor
- 7" LCD 800 x 480 color display
- Internal cabinet lighting
- Modular design
- Standard cabinet color: RAL 7021



Optional

- Automatic Number Plate Recognition
- Barcode insertion / 2D scanner type - Exit
- Passcard acceptor (TAU)
- LED lit ticket mouth
- Built in intercom or prep (analogue / digital)
- Proximity readers: HID, MIFARE, AWID, NEDAP
- Integration of 3rd party readers
- Cashless exit paystation ready for credit card reader
- Credit Card reader
- Plinth 5 in / 15 in
- Custom colors as well as stainless steel faces





ParkAdvance Entry Station

Smart, Reliable, Future-proof

The ParkAdvance Entry Station has been engineered to offer an outstanding combination of ease of consumer use, advanced consumer features, exceptional reliability, robust durability and great aesthetics. ParkAdvance Entry Stations are also easy to configure and manage using our integrated ParkiD system software.



a dunn
company

ParkAdvance Entry Station

Specifications

Display

Diagonal screen size: 7 inch Wide

Backlight

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Optional 2-way voice intercom

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1/ 2-channel detector 120V

Tamper alarm

Door contact

Euro cylinder lock

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WPS ParkiD

WPS ParkiD Cloud

Supported Credentials

HID

MIFARE

AWID

NEDAP

LPR: HTS, ARVOO, Survision

Credit Card IN and OUT

Certifications

PCI-DSS / PA-DSS

Green specification

20% energy reduction due to standby functionality

Thermostat standard temp 59 °F

FSC approved ticket paper

Standard

- Aluminum housing
- Barcode printer / ticket issuer
- 7" LCD 800 x 480 color display
- Internal cabinet lighting
- Modular design
- Standard cabinet color: RAL 7021



Optional

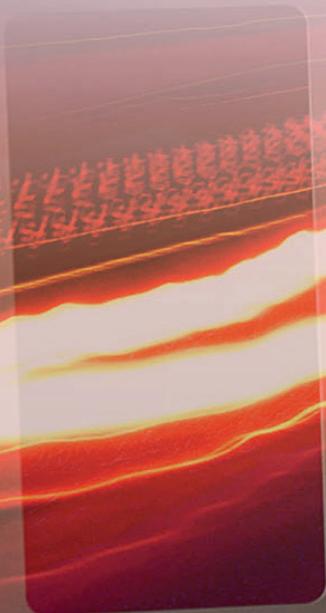
- Automatic Number Plate Recognition
- Credit Card Entry
- Barcode insertion / 2D scanner type Access
- Passcard acceptor (TAU)
- LED lit ticket mouth
- Built in intercom or prep (analogue / digital)
- Proximity readers: HID, MIFARE, AWID, NEDAP
- Integration of 3rd party readers
- Credit Card reader
- Plinth 5 in / 15 in
- Custom colors as well as stainless steel faces





Parking solutions overview

Smart, reliable, future-proof



α εφορνιτ
company

wpsparking.com



WPS Parking Systems is one of the world's leading providers of cloud-based automated parking solutions. Our mission is to create intelligent, reliable, software-led parking solutions that go beyond 'future proof', managing those future needs we already know about, and those that we don't.

As a global business, and part of Dynniq, we have access to more than 300 engineers and support teams worldwide, including dedicated software development teams across three continents. With thousands of systems installed worldwide, we also have a 30-year track record that is second to none, and a reputation to match.

What do we do?

We do more than just build parking management systems. We build long-term relationships with clients that are based on trust – a trust that we will deliver solutions that will significantly enhance your customers' experience, protect your investment over the long-term, and provide the information and intelligence to maximise your operational efficiency.

Our systems can be designed to match any environment where there is a parking requirement, and a need to control access, including public sector/local government sites, libraries, leisure centres, healthcare centres, and even private commercial/residential establishments.

Where do we do it?

Our solutions can be found in a diverse range of environments, including:



Shopping centres

where customer experience is vital, and operators need to demonstrate a true value-add for retailers and flagship stores with discounts and incentives



Hospitals

where systems need to be flexible to accommodate the parking and access of emergency vehicles, visitors, patients and staff



Hotels

where guests and staff need reliability and availability, especially in crowded urban centres.



Airports and railway stations

where owner/operators need to maximise their revenues, and travellers want to book longer-term parking in advance to take the stress out of their journey



Universities/educational establishments

where systems need to manage multiple access hierarchies, including staff, students and visitors.



Our solutions are designed to bring maximum benefits to owner/operators and customers alike, centred around operational efficiency, integration capabilities, and the user experience:

Benefits to operators

- Our software-led solutions are easily adapted to multiple parking environments, and can accommodate current and future payment types including mobile, MIFARE and NFC
- The software also enables bespoke reports to provide total visibility of a car park's performance against set KPIs, whether a single site or across a parking portfolio
- The reliability of our hardware helps to reduce operating costs and enhance the customer experience
- The quality of our engineering and design further reduces the need for service and maintenance. And our aftercare teams will help you to ensure customers get the most out of the systems installed
- The flexibility is such that our systems can integrate with all manner of third-party technology, including automatic number plate recognition (ANPR) and bay sensing systems, to achieve the highest levels of access and space control.

Benefits to customers

- The system software supports a better customer experience, enabling visitors to use all payment types including cash, cards (including credit, debit, staff/student ID etc), or their mobile
- An intuitive user interface makes our systems very easy to use, while the reliability of our hardware means they have the highest serviceability rates for greater customer convenience
- The software enables bookings to be made and paid remotely, if required, while also able to accommodate loyalty programmes, discounts and incentives.

A WPS Parking solution is a safe and reliable investment in the long-term future and performance of your car park, that will maximise your revenues and deliver the very best customer experience. It will also interface with current and future generation technologies that are being installed to create more intelligent transportation solutions and delivering smarter cities.



ParkID

Benefits and features

Agile in Innovation

While ParkID is already proven in-field, our software engineers never stand still, and are constantly pushing the boundaries of what's possible. Our people use the Agile/SCRUM methodology of working, with a development process that is considered best-in-class.

So what does this all mean? It means that we can exploit our software's modular design and our company's entrepreneurial culture to build new solutions within weeks that match the clients' ambition, appetite for innovation, and timing. More importantly, perhaps, we can do so on budget.

At the heart of our parking solution is our ParkID software. With its fully IP-based modular architecture, ParkID has been specifically developed for today and tomorrow's interconnected world, enabling you to manage your parking systems and associated technologies, reliably and consistently, through a single integrated network.

Developed in-house by our own software development teams located across the globe, ParkID uses well-structured processes, clear interfaces and the latest in software design thinking to keep parking simple and easy both for you and your customers.

Payments and identifiers

Through ParkID, all payment types can be accommodated:

- Coins and notes
- Chip & PIN
- Contactless

In addition, a whole range of access identifiers can be supported including:

- Barcode
- RFID
- NFC smart phones
- ANPR

These can be used as stand-alone features or in special combinations to further improve car park operation and support specific schemes such as 'Pooling', 'Self-Managed Subscribers' and Loyalty Programmes.

Enhanced features

ParkID significantly improves the customer experience through a number of enhanced features:

- Station screens can now display more information (such as 'how to' videos to assist customers at the paystation)
- Screens can be viewed remotely, and updated from your control room
- Consumers can buy and renew parking ticket products (such as weekly passes) from the paystation
- Marketing and loyalty-related information can now be used to interact directly with your customers by, for example, their smart phones. Subscribing customers can also manage their car park payments through the internet.

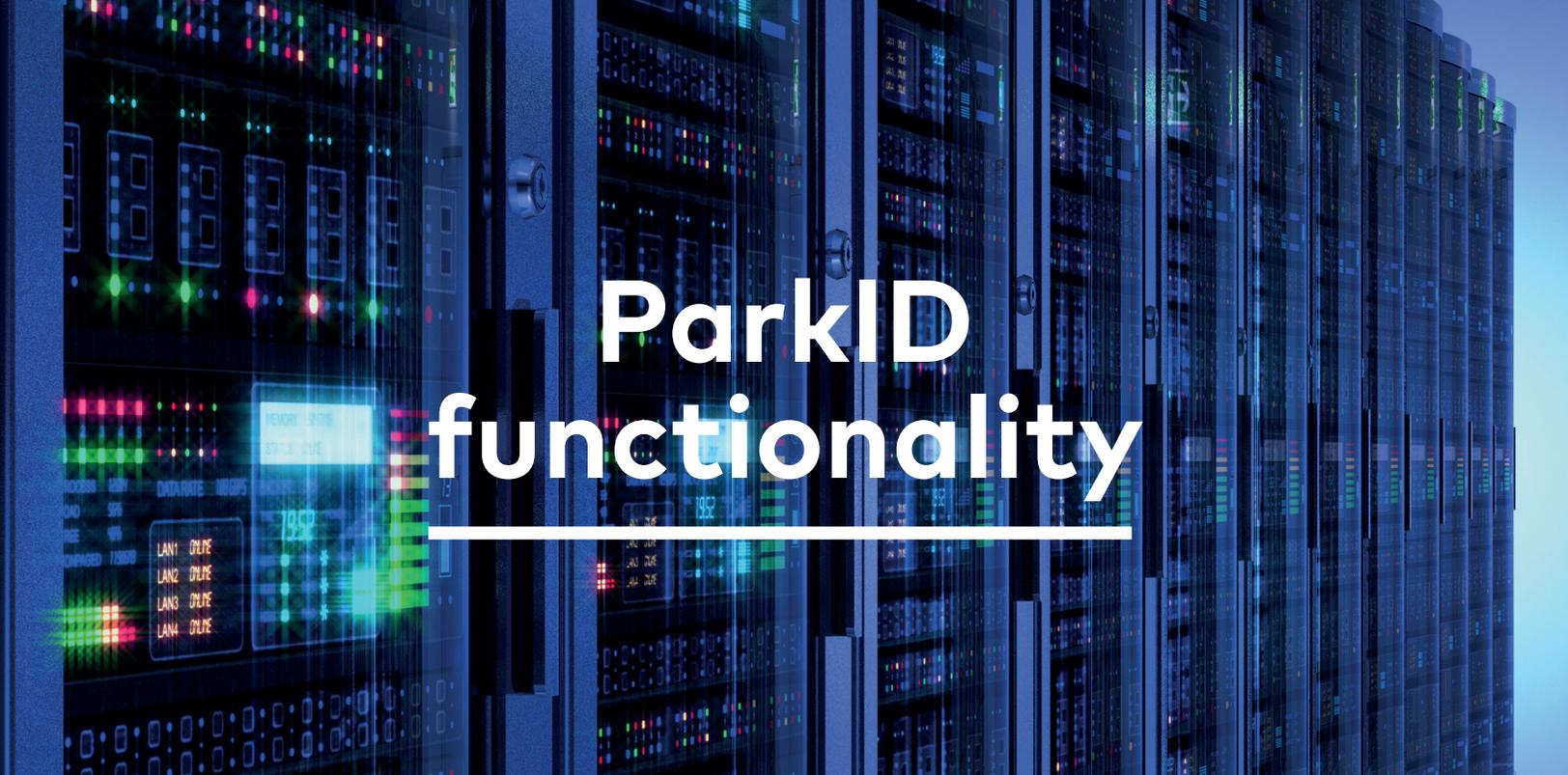
Bespoke reporting

ParkID's extensive management reports and statistical tools provide clear, detailed and easy-to-use operational and financial data on the performance of your parking portfolio. This data enables you to make better-informed decisions that in turn drive greater performance.

The software comes with a comprehensive set of standard reports, and bespoke reports can also be created with ease to include data from individual sites or entire portfolios:

- Clear & Refill reports
- Entry/Exit reports
- Barrier reports
- Occupation reports
- Transaction reports
- Turnover reports





ParkID functionality

The parking ecosystem

The connectivity provided by ParkID enables users to adapt their solutions to keep pace with changing demands, ensuring an investment made now is a good choice for the future. It means functionality can be added as and when it is practical and required.

- **Reservations**

Delivered directly through a web interface to give customers the convenience of reserving their parking space online

- **Validations**

Enabling retailers to validate parking in-store, thereby increasing footfall and adding further value to the consumer

- **Barrierless parking**

Integrating with ANPR to remove barriers altogether if desired, and charge customers based on their actual timed length of stay

- **Ticket/ticketless parking**

Reducing the costs associated with paper and consumables, and improving the convenience to the customer in relation to lost or damaged tickets

- **Hospitality**

Enabling hotels to validate parking on-screen at reception or via a tablet, allowing concessions/free parking for guests

- **Loyalty schemes**

Enabling shopping centres, town centre parking operators, hotels or leisure centres to offer discounts for loyal customers, and incentives to attract more customers.



ParkID in the cloud

ParkID Cloud takes the parking management systems of several car parks and creates a single system from which they can be managed and controlled. Operators can decide which functions are most useful to them in managing their portfolio, such as:

- **Reports and administration**

Creating reports and handling the administration on selected or all car parks under management

- **Remote control**

Controlling multiple car parks from a single location, and from authorised devices anytime from anywhere

- **Reservations**

Managing reservations online

- **Payment applications**

Chosen according to each car park's requirements

Each 'connection' can be set up and operated independently so that each module has its own data storage and own interface if required. ParkID Cloud can also be seamlessly integrated into an organisation's existing systems.

We understand that parking is just one part of a much larger ecosystem that is rapidly evolving. Working with WPS gives you the confidence that we have the skills, the resources and the imagination to help you adapt to an ever-changing world.



ParkAdvance hardware

First class engineering and design

ParkAdvance is our family of Pay-on-Foot system hardware, brilliantly engineered to deliver optimum performance to the operator/customer alike.

The system design is a fusion of the very best in mechanical, electronic and software engineering to bring unprecedented levels of functionality and versatility, coupled with the outstanding quality and reliability that is the hallmark of our success. Not only are they brilliantly engineered, but also beautifully designed, to complement the very best parking environments.

Operator benefits

Maximising uptime

WPS is renowned for its hardware reliability and exceptional service levels, which help maximise your uptime. ParkAdvance also integrates real time remote monitoring and diagnostics to quickly/easily identify potential issues and resolve them

Enhanced revenues

ParkAdvance incorporates a whole host of new revenue-generating features, such as streaming on-screen advertising, and the latest in highly-accurate theft and fraud protection measures. These features serve to deliver maximum revenue generation from your parking operations.

Comprehensive functionality

ParkAdvance offers everything you would expect from a sophisticated Pay-on-Foot solution including comprehensive cash and card handling options as well as new ways to pay. The system also accommodates a whole range of identifiers (tickets, smart cards, ANPR etc.) and through special configurations such as 'Self-Managed Subscribers' and 'Pooling'.

Enhanced consumer experience

ParkAdvance is designed with the consumer in mind, and its terminals feature simple, intuitive controls. The screens are fully configurable and can include audio video instructions to assist consumers at the Paystation alongside our fully IP based video intercom. Replacement tickets can even be issued automatically (after checking against system records) and all current and future payment methods can be accommodated. The system is built to be fully DDA compliant, catering for all customer needs.

Reduced operating costs

ParkAdvance not only improves revenue, but the reliability and quality of its hardware helps to drive down operating costs.

Proven return on investment

ParkAdvance is a safe, long-term investment for your business. Our solutions use the latest technology and thinking, and can be readily adapted to future needs and as your parking portfolio grows. The durability and reliability of our systems are also best-in-class.

Better by design

Our ParkAdvance range of hardware includes:

All of our Pay-on-Foot entry and exit terminals and paystations are constructed using a combination of steel and aluminium, and are built to last. They feature the latest LCD full-colour displays and two-way audio if required. Free-standing or wall-mounted, the terminals accommodate a range of integration options including ANPR, country-specific Chip and PIN, and various proximity and third-party readers. Our paystations can manage large volumes of cash or coins, with separate and lockable cash cabinets, and a built-in receipt printer.

Our terminals are available in up to ten standard colours, though our design teams can create bespoke colour schemes and decals on demand to brighten your customers' day.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Release and Agricultural Lease; Joe Schultheis; Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Joe Schultheis

Term Begins: 02/01/2021

Term Ends: 6/30/2022

Grant Contract #:

Summary:

Release agreement for past agreements that hadn't been renewed.

Fiscal Impact: \$25 per ton of hay produced, \$10/\$5 per AUM

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. Please note lease will need to be backdated to Feb. 1, 2021. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/25/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

RELEASE AGREEMENT

This RELEASE AGREEMENT (the "Agreement") by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (the "County") and JOE SCHULTHEIS whose address is 38105 Highway 50, Gunnison, CO 81230 (the "Releasor") shall be effective as of this _____ day of _____, 2021.

RECITALS

WHEREAS, the County and Releasor entered into a lease, dated August 5, 2014 which was not renewed on December 31, 2018 pursuant to Section 3.1 of that lease (the "Original Lease");

WHEREAS, the County and Releasor both acknowledge that Releasor has remained, and currently remains, on the property covered by the Original Lease despite the non-renewal of the Original Lease;

WHEREAS, the County and Releasor both desire to enter into a new lease agreement, dated February 1, 2021 (the "Second Lease") by first resolving and settling any claims arising out of the time period during which Releasor remained on the property between the non-renewal of the Original Lease and the execution of the Second Lease,

NOW, THEREFORE, in and for the consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the County and Releasor covenant and agree as follows:

- I. RELEASE. Releasor hereby releases and discharges the County and any of the County's successors, officers, employees, agents, partners, administrators or any other legal representatives, along with anyone claiming through them (collectively "Released Parties") of all claims, causes of actions, liabilities, and demands of any kind, whether currently known or unknown, which Releasor may have against the County or Released Parties arising out of the time between the non-renewal of the Original Lease and the execution of the Second Lease (the "Timeframe"). This shall not apply to losses, damages, claims, expenses and liability to the extent such is caused by any gross negligence on the part of the County or Released Parties in the Timeframe.
- II. CONSIDERATION. In consideration for this release of claims from the Timeframe, the County will enter into a Second Lease with Releasor and shall waive any and all fees, charges or monetary amounts owed under the terms of the Original Lease.

- III. NO ADMISSION. The existence of this Agreement and the releases contained within it, shall not be construed as an admission of any wrongdoing or fault by the County in relation to Releasor or any other person or entity. This Agreement shall also not be construed as an admission of liability or responsibility by the County and the County does not indicate that Releasor has any actionable rights against the County.
- IV. FINAL SETTLEMENT. Releasor hereby acknowledges and agrees that the Agreement is intended to fulfill and fully satisfy any obligations owed by the County to Releasor. Releasor agrees not to make any claim or take any action relating to claims arising during the Timeframe against the County.
- V. MUTUAL UNDERSTANDING. The County and Releasor both understand and acknowledge that the Agreement is a final settlement for any and all claims arising during the Timeframe and that each party has had the opportunity to carefully review the terms of the Agreement and to have it reviewed by an attorney of their choosing, if so desired. Both the County and Releasor are entering into the Agreement voluntarily.
- VI. ENTIRE AGREEMENT. The Agreement constitutes the entire understanding and agreements reached by the parties and supersedes any prior or contemporaneous understandings, both written and oral.
- VII. SEVERABILITY. If any part of this Agreement is declared unenforceable or invalid it shall be stricken but the remainder shall continue in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereby knowingly and voluntarily execute this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

Chairman

Attest:

Clerk



Releasor

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE (herein "Lease") is entered into this ____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein "Landlord") and JOE SCHULTHEIS whose address is 38105 Highway 50, Gunnison, Colorado 81230 (herein "Tenant").

1. PROPERTY. The real property and water rights that are the subject of this Lease is only that real property and water rights historically used on the real property and described in Appendix "A" attached hereto and incorporated herein by reference that is south of the "UMPTRA haul road" EXCEPT for the 5.5 acres reserved for the observatory site in the southwest corner (herein "Property").

2. LEASE. Pursuant to the terms and conditions below, Landlord agrees to lease the Property to Tenant, and Tenant agrees to lease the Property from Landlord.

3. TERM.

3.1 The "Initial Term" shall be from February 1, 2021 until June 30, 2022. The Initial Term shall automatically renew upon termination for subsequent periods of one-year (the Initial Term and each renewal, individually, a "Lease Term") unless either party gives the other written notice of termination at least one hundred and twenty (120) days prior to the expiration of the current Lease Term. At the end of each Lease Term all rates and charges will be readressed and any changes implemented via amendments to this Lease.

3.2 On the last day of the Lease, Tenant shall quit and surrender the Property to Landlord and remove all of Tenants' personal property from the Property. There shall be no holding over after the expiration of the Lease. If Tenant, after the expiration of the Lease, fails to quit and surrender the Property to Landlord and remove all of Tenant's personal property from the Property, Tenant shall be subject to eviction and shall be additionally liable to Landlord for payment of five hundred dollars (\$500.00) per day from the date of the expiration of the Lease.

4. RENT.

4.1 Rent shall be the production based rental value which the parties agree is \$25 per ton of hay produced; \$10 per AUM (Animal Units per Month) during summer dates of May 15th to August 31st; \$5 per AUM during the fall dates of September 1st to November 31st. There will be no AUM equivalent assessed during winter dates of December 1st to May 14th with total payment due December 31st.

4.2 Rent not paid within 15 days of the due date shall bear interest at the statutory rate from the due date until paid.

4.3 In addition, Tenant shall pay the sum of metered utilities every month for the well; and shall pay all other utilities caused by their agricultural uses.

5. USES PERMITTED.

5.1 Tenant may use the Property for agricultural operations in accordance with the historical and traditional usage of the Property.

5.2 Tenant shall have the right to use the other agricultural structures on the Property as part of Tenant's agricultural use of the Property.

6. ACCESS. Tenant's primary access to the Property shall be from Gold Basin Road. Landlord shall have the right to install a gate on the road leading from Gold Basin Road to the Property and keep such gate locked at Landlord's discretion with a key given to Tenant.

7. QUIET ENJOYMENT.

7.1 At all times during any Lease Term, Tenant may peaceably and quietly hold and enjoy the Property free from disturbance from any person claiming by, through or under Landlord, subject to matters of record.

7.2 Notwithstanding the provisions of paragraph 7.1, during any Lease Term, Tenant's right to use the Property shall be subject to:

7.2.1 Landlord's right to fence the perimeter of the Gunnison-Crested Butte Regional Airport (the "Airport"), and/or to use other portions of the Property to address safety issues, construction needs, or other concerns affecting Airport and/or County operations;

7.2.2 Landlord's right to conduct ordinary Airport operations at the Airport;

7.2.3 The right of Landlord and/or third persons owning interests in ditches diverting on the Property for reasonable access to use, maintain and/or replace such ditches and headgates;

7.2.4 Landlord's right to enter the Property at reasonable times to conduct inspections, studies, surveys, or other tests, to collect water, soil, air or other samples, to conduct weed control operations, for emergencies, to control wildlife, to do repairs, or to undertake other similar operations on the Property, provided that Landlord shall give Tenant reasonable prior notice of such operations, and shall

conduct such operations to interfere as little as is reasonably possible with the Tenant's permitted use of the Property;

7.2.5 Such other easements and conveyances either in existence or that may be created and granted by Landlord;

7.2.6 Landlord's right to subject the Property or any portion of it to reasonable restrictions or uses regarding Gunnison Sage-grouse including but not limited to CCAA/CCI;

7.2.7 Landlord's right to contract, maintain or conduct improvements to the bed and banks of Tomichi Creek.

7.3 Notwithstanding the provisions of paragraph 7.1, in addition to the uses set forth in paragraph 7.2, Tenant's right to use the Property shall be subject to other uses of the Property by Landlord, and, upon ninety (90) days prior notice to Tenant, withdrawals of land and/or water from the Property by Landlord, and/or such other easements or conveyances as may be granted by Landlord provided such usage, easements or conveyances do not eliminate a reasonable economic return from the Property.

8. LANDLORD'S RESPONSIBILITY.

8.1 Landlord shall reasonably maintain and repair any damage or destruction of the Property solely caused by any acts or omissions of Landlord, or those persons claiming by, through or under Landlord in accordance with paragraph 8 above.

8.2 Except as set forth above, Landlord may, but shall have no obligation to make any improvements, alterations or repairs of any kind on or about the Property, any roadways, or passages upon, adjoining or appurtenant to the Property, or to any buildings, improvements, equipment or personal property in, upon or serving the Property.

8.3 Any capital improvement, approved in advance in writing by Gunnison County, during the Initial Term, shall be at Gunnison County's expense.

8.4 Any weed control required by Gunnison County shall be performed at Gunnison County's expense.

9. TENANT'S RESPONSIBILITIES.

Tenant shall:

9.1 Reasonably maintain and keep the Property, including all buildings, ditches, headgates, fences in good

repair, ordinary wear and tear excepted. EXCEPTED are the Airport wildlife fence and the Airport perimeter fence and diversion structures.

9.2 Tenant must obtain Landlord's prior written consent to construct any new fence; Landlord can withhold its consent in Landlord's sole reasonable discretion. Costs for materials and labor shall be negotiated by Landlord and Tenant.

9.3 Tenant shall share the costs, equally with the Airport for secure fencing of pastures adjacent to the Airport Operating Area and along the perimeter road.

9.4 Tenant shall coordinate and must obtain consent of the Airport Manager or the Airport Manager's designee's prior to movement of any livestock along the Airport perimeter road and inside the Airport Operating Area; the Airport Manager may withhold such consent in Airport Manager's sole reasonable discretion.

9.5 Conduct grazing, irrigation and other agricultural operations on the Property in accordance with good management practices, including but not limited to, providing certificates of cattle vaccinations, if required by law or Landlord; and prompt disposal of any dead animal carcasses from the Property within ten (10) days, at Tenant's sole cost.

9.6 Annually, by December 31st, provide Landlord with agricultural production records including: any pesticide, herbicide, or fertilizer application location and amounts, hay production, and cattle inventories.

9.7 Use its best efforts to prevent weed spread on the Property;

9.8 Maintain and repair any damage to any fence, building or other improvements constructed on the Property caused by any acts or omissions of the Tenant, its agents, customers, employees, invitees, or livestock;

9.9 Keep the Property free from all liens that might attach to the Property on account of labor performed upon or for material furnished to the Property;

9.10 Obtain, place and install within the Property all furnishings, fixtures, equipment, appliances, and personal property necessary or desirable for its occupancy of the Property and the use thereof;

9.11 Timely pay all charges, statements or assessments for gas, heat, electricity, refuse, or telephone services used by Tenant or supplied to the Property;

9.12 Prepare all meadows prior to irrigation,

including but not limited to dragging and ditch work;

9.13 Perform all irrigation in accordance with the historical and traditional usage of the Property;

9.14 Put up hay; ensure that all hay production is completed each year by October 30th, unless other arrangements are approved in advance in writing by Gunnison County;

9.15 Comply with all applicable laws, ordinances, regulations or orders;

9.16 Tenant must obtain Landlord's prior written consent to construct any new buildings or structures, and make improvements or install furnishings, fixtures, or equipment for use of property; this will be done at the Tenant's own expense;

9.17 Tenant must obtain Landlord's prior written consent to construct any new buildings or structures, make improvements or install furnishings, fixtures, or equipment for historic use of property; this will be done at the Tenant's own expense;

9.18 At no time shall the Tenant interfere or restrict, in any fashion whatsoever, the Landlord's conduct of Airport operations including but not limited to: Tenant shall not construct, occupy or maintain buildings, improvements, hay stacks or irrigation that interfere or restrict, in any fashion whatsoever, the Landlord's conduct of Airport operations.

10. TENANT'S NEGATIVE COVENANTS.

Tenant shall not:

10.1 Store, place or permit on the Property any hazardous wastes, hazardous substance, toxic chemicals, pollutants, or contaminants as those terms are defined pursuant to any applicable law, ordinance, regulation or administrative or judicial orders;

10.2 Store, place or permit on the Property any herbicides or pesticides except in strict compliance with all applicable laws, ordinances, regulations or administrative or judicial orders;

10.3 Without Landlord's prior written consent, construct or install in or on the Property any buildings, improvements, equipment, or other personal property;

10.4 Without Landlord's prior written consent, cut or construct any new roads on the Property provided, however, that Tenant may, upon Landlord's reasonable approval, cut or construct such roads as may be reasonably necessary to access any diversion structures,

headgates, weirs, or ditches on the Property which access was previously provided any portion of County Road 49 that may have been closed by the Landlord;

10.5 Commit or permit the commission of waste upon the Property;

10.6 Use or permit the use of the Property or any buildings, improvements, equipment, or personal property situated on the Property in any manner which shall cause or permit any nuisance.

11. NO REPRESENTATIONS BY LANDLORD. Tenant accepts the Property AS IS, and in its existing condition and state of repair. Tenant acknowledges that Landlord has made no representations, statements, or warranties, express or implied, with respect to the condition of the Property, and Landlord shall not be liable for any defect on the Property, latent or otherwise.

12. LIABILITY INSURANCE. Tenant shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Property and all use and occupancy thereof by Tenant in an amount of not less than \$1,000,000 for any injury to one person in any single occurrence, and \$2,000,000 for any single occurrence, except that, in such instance, no person may recover in excess of \$1,000,000, and not less than \$50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Landlord as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Landlord and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Landlord on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

13. NOTICE. Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing, unless otherwise noted in this Lease, and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class U.S. Mail, postage prepaid, addressed as follows:

13.1 Landlord:

Board of County Commissioners of the County
of Gunnison, Colorado
200 E. Virginia Ave.
Gunnison, CO 81230

13.2 Tenant:

Joe D. Shultheis
38105 Highway 50
Gunnison, CO 81230

13.3 Airport Manager:

Rick Lamport
519 Rio Grande Avenue
Gunnison, CO 81230

14. DEFAULT. If default shall occur in Tenant's due performance or observance of any covenant, condition or provision of this Lease and if Tenant shall not have taken and diligently pursued steps to remedy the same within 30 days after its receipt of Landlord's written notice specifying the default, then Landlord may (i) enforce any covenant herein by injunction, or specific performance; or (ii) sue for damages on account of such default; or (iii) enter and/or sublease the Property, perform and/or have performed the Tenants responsibilities as identified herein, have the financial benefit of the sale of the hay, and obtain from Tenant all costs and expenses incurred in the performance of the Tenant's responsibilities; or (iv) terminate the Lease, in which case Tenant shall pay to Landlord any rents then owing under this Lease, and any prepaid rents (pro rated for the length of occupancy) shall be remitted to Tenant, and Tenant's equipment or other personal property located on the Property shall be returned to Tenant at Tenant's cost. The remedies provided in this Lease are cumulative.

15. INDEMNIFICATION. Tenant shall defend, indemnify and hold harmless Landlord from any loss, liability, damage, claim or expenses (including, without limitation, attorneys' fees and costs of litigation) resulting from or in any way arising out of Tenant's operations, use or occupancy of the Property or the buildings, improvements, equipment, or personal property at any time situated thereon or the breach of any covenant or condition of this Lease.

16. ATTORNEYS' FEES. If either Landlord or Tenant brings any action against the other to enforce any provision of this Lease, the successful party shall be entitled to all costs and expenses of such action, including, without limitation, reasonable attorney's fees.

17. ENTIRE AGREEMENT. This document reflects the entire agreement between the parties relating to the lease of the Property by Landlord to Tenant, and there are no other agreements or understandings regarding such lease except as contained or specifically referred to in this

document. No provision of this Lease can be amended, modified or added to except by written instrument signed by each of the parties.

18. RELATIONSHIP OF LANDLORD AND TENANT.

No provision of this Lease nor any acts of the parties under this Lease shall be deemed or construed as creating any agency, partnership, joint venture, trust, fiduciary or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

19. NO IMPLIED WAIVER. No failure by Landlord to insist upon the strict performance of any term, covenant or condition of this Lease, no failure by Landlord to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any default under this Lease, shall constitute a waiver of any term, covenant or condition, right or remedy or default under this Lease.

20. ASSIGNMENT. Tenant may not assign this Lease or sublet any portion of the Property without the prior consent of the Landlord, which consent may be exercised in Landlord's sole discretion, provided, however so long as Tenant is otherwise in possession of the Property, Landlord shall give its reasonable consent to any proposal by Tenant to rent the pasture to others for summer or fall grazing purposes.

ACCORDINGLY, the parties have executed this Agreement as of the day and year first above written.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk

TENANT:



Joe Schulteis

Appendix "A"
to
Agricultural Lease
between
The Board of County Commissioners of the County of Gunnison, Colorado
and
Joe Schultheis

LEGAL DESCRIPTION

LAND

WATER RIGHTS

PARCEL NO. 2

Township 49 North, Range 1 West, N.M.P.M.

Section 14: SE1/4NE1/4, W1/2NE1/4, NE1/4SE1/4

All water and water rights, ditches and ditch rights, and well and well rights connected with or used in connection with the Property described above domestic and irrigation purposes, including, without limitation the following:

An undivided 2/3 interest in the Pioneer Ditch, being Ditch No. 5, decreed for 400 statutory inches (approximately 10.4 c.f.s.) of water in Priority No. 5 and 46.9 c.f.s. of water in Priority No. 206,

In old Water District No. 28, Water Division 4, Gunnison County, Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Release and Agricultural Lease; Todd Shallbetter;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Todd Shallbetter

Term Begins: 02/01/2021

Term Ends: 6/30/2022

Grant Contract #:

Summary:

Release agreement for past agreements not renewed.

Fiscal Impact: \$25 per ton of hay produced, \$10/\$5 per AUM

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. Please note lease will need to be backdated to Feb. 1, 2021. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/26/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

RELEASE AGREEMENT

This RELEASE AGREEMENT (the "Agreement") by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (the "County") and TODD SHALLBETTER whose address is 49221 Highway 50, Gunnison, CO 81230 (the "Releasor") shall be effective as of this _____ day of _____, 2021.

RECITALS

WHEREAS, the County and Releasor entered into a lease, dated August 5, 2014 which was not renewed on December 31, 2018 pursuant to Section 3.1 of that lease (the "Original Lease");

WHEREAS, the County and Releasor both acknowledge that Releasor has remained, and currently remains, on the property covered by the Original Lease despite the non-renewal of the Original Lease;

WHEREAS, the County and Releasor both desire to enter into a new lease agreement, dated February 1, 2021 (the "Second Lease") by first resolving and settling any claims arising out of the time period during which Releasor remained on the property between the non-renewal of the Original Lease and the execution of the Second Lease,

NOW, THEREFORE, in and for the consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the County and Releasor covenant and agree as follows:

- I. **RELEASE.** Releasor hereby releases and discharges the County and any of the County's successors, officers, employees, agents, partners, administrators or any other legal representatives, along with anyone claiming through them (collectively "Released Parties") of all claims, causes of actions, liabilities, and demands of any kind, whether currently known or unknown, which Releasor may have against the County or Released Parties arising out of the time between the non-renewal of the Original Lease and the execution of the Second Lease (the "Timeframe"). This shall not apply to losses, damages, claims, expenses and liability to the extent such is caused by any gross negligence on the part of the County or Released Parties in the Timeframe.

- II. **CONSIDERATION.** In consideration for this release of claims from the Timeframe, the County will enter into a Second Lease with Releasor and shall waive any and all fees, charges or monetary amounts owed under the terms of the Original Lease.

- III. NO ADMISSION. The existence of this Agreement and the releases contained within it, shall not be construed as an admission of any wrongdoing or fault by the County in relation to Releasor or any other person or entity. This Agreement shall also not be construed as an admission of liability or responsibility by the County and the County does not indicate that Releasor has any actionable rights against the County.
- IV. FINAL SETTLEMENT. Releasor hereby acknowledges and agrees that the Agreement is intended to fulfill and fully satisfy any obligations owed by the County to Releasor. Releasor agrees not to make any claim or take any action relating to claims arising during the Timeframe against the County.
- V. MUTUAL UNDERSTANDING. The County and Releasor both understand and acknowledge that the Agreement is a final settlement for any and all claims arising during the Timeframe and that each party has had the opportunity to carefully review the terms of the Agreement and to have it reviewed by an attorney of their choosing, if so desired. Both the County and Releasor are entering into the Agreement voluntarily.
- VI. ENTIRE AGREEMENT. The Agreement constitutes the entire understanding and agreements reached by the parties and supersedes any prior or contemporaneous understandings, both written and oral.
- VII. SEVERABILITY. If any part of this Agreement is declared unenforceable or invalid it shall be stricken but the remainder shall continue in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereby knowingly and voluntarily execute this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS,
GUNNISON COUNTY, COLORADO

Chairman

Attest:

Clerk



Releasor

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE (herein "Lease") is entered into this ____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein "Landlord") and TODD SHALLBETTER whose address is 49221 Highway 50, Gunnison, Colorado 81230 (herein "Tenant").

1. PROPERTY. The real property and water rights that are the subject of this Lease are located north of the "UMPTRA Haul Road" and are specifically described and identified in Appendix "A" attached hereto and incorporated herein by reference to this Lease. The water rights allowed are only those water rights historically used on that real property and use of the Agricultural Buildings and the Apartment above the Agricultural Buildings (herein "Property").

2. LEASE. Pursuant to the terms and conditions below, Landlord agrees to lease the Property to Tenant, and Tenant agrees to lease the Property from Landlord.

3. TERM.

3.1 The "Initial Term" shall be from February 1, 2021 until June 30, 2022. The Initial Term shall automatically renew upon termination for subsequent periods of one-year (the Initial Term and each renewal, individually, a "Lease Term") unless either party gives the other written notice of termination at least one hundred and twenty (120) days prior to the expiration of the current Lease Term. At the end of each Lease Term all rates and charges will be readdressed, and any changes implemented via amendments to this Lease.

3.2 On the last day of the Lease, Tenant shall quit and surrender the Property to Landlord and remove all of Tenant's personal property from the Property. There shall be no holding over after the expiration of the Lease. If Tenant, after the expiration of the Lease, fails to quit and surrender the Property to Landlord and remove all of Tenant's personal property from the Property, Tenant shall be subject to eviction and shall be additionally liable to Landlord for payment of five hundred dollars (\$500.00) per day from the date of the expiration of the Lease.

4. RENT.

4.1 Rent shall be the production based rental value which the parties agree is \$25 per ton of hay produced; \$10 per AUM (Animal Units per Month) during summer dates of May 15th to August 31st; \$5 per AUM during the fall dates of September 1st to November 31st. There will be no AUM equivalent assessed during winter dates of December 1st to May 14th with total payment due December 31st.

4.2 Rent not paid within 15 days of the due date shall bear interest at the statutory rate from the due date until paid.

4.3 In addition, Tenant shall pay to Landlord the sum of metered utilities for the Apartment, and Agricultural Buildings.

5. USES PERMITTED.

5.1 Tenant may use the Property for agricultural operations in accordance with the historical and traditional usage of the Property.

5.2 Tenant shall have the right to residential use of the Apartment; such uses shall be limited to Tenants and their employees employed directly for work on the Property. Tenant shall not charge any rent or fee for such uses and all use shall comply with paragraph 9.1.

5.3 Tenant shall have the right to use the other agricultural structures on the Property as part of Tenant's agricultural use of the Property.

6. ACCESS. Tenant's primary access to the Property shall be from Gold Basin Road. Landlord shall have the right to install a gate on the road leading from Gold Basin Road to the Property and keep such gate locked at Landlord's discretion with a key given to Tenant.

7. QUIET ENJOYMENT.

7.1 At all times during any Lease Term, Tenant may peaceably and quietly hold and enjoy the Property free from disturbance from any person claiming by, through or under Landlord, subject to matters of record.

7.2 Notwithstanding the provisions of paragraph 7.1, during any Lease Term, Tenant's right to use the Property shall be subject to:

7.2.1 Landlord's right to fence the perimeter of the Gunnison-Crested Butte Regional Airport (the "Airport"), and/or to use other portions of the Property to address safety issues, construction needs, or other concerns affecting Airport and/or County operations;

7.2.2 Landlord's right to conduct ordinary Airport operations at the Airport;

7.2.3 The right of Landlord and/or third persons owning interests in ditches diverting on the Property for reasonable access to use, maintain and/or replace such ditches and headgates;

7.2.4 Landlord's right to enter the Property at reasonable times to conduct inspections, studies,

surveys, or other tests, to collect water, soil, air or other samples, to conduct weed control operations, for emergencies, to control wildlife, to do repairs, or to undertake other similar operations on the Property, provided that Landlord shall give Tenant reasonable prior notice of such operations, and shall conduct such operations to interfere as little as is reasonably possible with the Tenant's permitted use of the Property;

7.2.5 Such other easements and conveyances either in existence or that may be created and granted by Landlord.

7.2.6 Landlord's right to subject the Property or any portion of it to reasonable restrictions or uses regarding Gunnison Sage-grouse including but not limited to CCAA/CCI.

7.2.7 Landlord's right to contract, maintain or conduct improvements to the bed and banks of Tomichi Creek.

7.3 Notwithstanding the provisions of paragraph 7.1, in addition to the uses set forth in paragraph 7.2, Tenant's right to use the Property shall be subject to other uses of the Property by Landlord, and, upon ninety (90) days prior notice to Tenant, withdrawals of land and/or water from the Property by Landlord, and/or such other easements or conveyances as may be granted by Landlord provided such usage, easements or conveyances do not eliminate a reasonable economic return from the Property.

8. LANDLORD'S RESPONSIBILITY.

8.1 Landlord shall reasonably maintain and repair any damage or destruction of the Property solely caused by any acts or omissions of Landlord, or those persons claiming by, through or under Landlord in accordance with paragraph 8 above.

8.2 Except as set forth above, Landlord may, but shall have no obligation to make any improvements, alterations or repairs of any kind on or about the Property, any roadways, or passages upon, adjoining or appurtenant to the Property, or to any buildings, improvements, equipment or personal property in, upon or serving the Property.

8.3 Any capital improvement, approved in advance in writing by Gunnison County, during the Initial Term, shall be at Gunnison County's expense.

8.4 Any weed control required by Gunnison County shall be performed at Gunnison County's expense.

9. TENANT'S RESPONSIBILITIES.

Tenant shall:

9.1 Reasonably maintain and keep the Property, including all buildings, ditches, headgates, fences, Apartment, any pet or animal enclosures, grounds, gardens and landscaping surrounding the Apartment in good repair, ordinary wear and tear excepted. EXCEPTED are the Airport wildlife fence and the Airport perimeter fence and diversion structures.

9.2 Tenant must obtain Landlord's prior written consent to construct any new fence; Landlord can withhold its consent in Landlord's sole reasonable discretion. Costs for materials and labor shall be negotiated by Landlord and Tenant.

9.3 Tenant shall share the costs, equally with the Airport for secure fencing of pastures adjacent to the Airport Operating Area and along the perimeter road.

9.4 Tenant shall coordinate and must obtain consent of the Airport Manager or the Airport Manager's designee's prior to movement of any livestock along the Airport perimeter road and inside the Airport Operating Area; the Airport Manager may withhold such consent in Airport Manager's sole reasonable discretion.

9.5 Conduct grazing, irrigation and other agricultural operations on the Property in accordance with good management practices, including but not limited to, providing certificates of cattle vaccinations, if required by law or Landlord; and prompt disposal of any dead animal carcasses from the Property within ten (10) days, at Tenant's sole cost.

9.6 Annually, by December 31st, provide Landlord with agricultural production records including: any pesticide, herbicide, or fertilizer application location and amounts, hay production, and cattle inventories.

9.7 Use its best efforts to prevent weed spread on the Property;

9.8 Maintain and repair any damage to any fence, building or other improvements constructed on the Property caused by any acts or omissions of the Tenant, its agents, customers, employees, invitees, or livestock;

9.9 Keep the Property free from all liens that might attach to the Property on account of labor performed upon or for material furnished to the Property;

9.10 Obtain, place and install within the Property all furnishings, fixtures, equipment, appliances, and personal

property necessary or desirable for its occupancy of the Property and the use thereof;

9.11 Timely pay all charges, statements or assessments for gas, heat, electricity, refuse, or telephone services used by Tenant or supplied to the Property;

9.12 Prepare all meadows prior to irrigation, including but not limited to dragging and ditch work;

9.13 Perform all irrigation in accordance with the historical and traditional usage of the Property;

9.14 Put up hay; ensure that all hay production is completed each year by October 30th, unless other arrangements are approved in advance in writing by Gunnison County;

9.15 Comply with all applicable laws, ordinances, regulations or orders;

9.16 Tenant must obtain Landlord's prior written consent to construct any new buildings or structures, and make improvements or install furnishings, fixtures, or equipment for use of property; this will be done at the Tenant's own expense;

9.17 Tenant must obtain Landlord's prior written consent to construct any new buildings or structures, make improvements or install furnishings, fixtures, or equipment for historic use of property; this will be done at the Tenant's own expense;

9.18 At no time shall the Tenant interfere or restrict, in any fashion whatsoever, the Landlord's conduct of Airport operations including but not limited to: Tenant shall not construct, occupy or maintain buildings, improvements, hay stacks or irrigation that interfere or restrict, in any fashion whatsoever, the Landlord's conduct of Airport operations.

10. TENANT'S NEGATIVE COVENANTS.

Tenant shall not:

10.1 Store, place or permit on the Property any hazardous wastes, hazardous substance, toxic chemicals, pollutants, or contaminants as those terms are defined pursuant to any applicable law, ordinance, regulation or administrative or judicial orders;

10.2 Store, place or permit on the Property any herbicides or pesticides except in strict compliance with all applicable laws, ordinances, regulations or administrative or judicial orders;

10.3 Without Landlord's prior written consent, construct or install in or on the Property any buildings, improvements, equipment, or other personal property;

10.4 Without Landlord's prior written consent, cut or construct any new roads on the Property provided, however, that Tenant may, upon Landlord's reasonable approval, cut or construct such roads as may be reasonably necessary to access any diversion structures, headgates, weirs, or ditches on the Property which access was previously provided any portion of County Road 49 that may have been closed by the Landlord;

10.5 Commit or permit the commission of waste upon the Property;

10.6 Use or permit the use of the Property or any buildings, improvements, equipment, or personal property situated on the Property in any manner which shall cause or permit any nuisance.

11. NO REPRESENTATIONS BY LANDLORD. Tenant accepts the Property AS IS, and in its existing condition and state of repair. Tenant acknowledges that Landlord has made no representations, statements, or warranties, express or implied, with respect to the condition of the Property, and Landlord shall not be liable for any defect on the Property, latent or otherwise.

12. LIABILITY INSURANCE. Tenant shall obtain and maintain a policy of comprehensive public liability insurance, including property damage, covering the Property and all use and occupancy thereof by Tenant in an amount of not less than \$1,000,000 for any injury to one person in any single occurrence, and \$2,000,000 for any single occurrence, except that, in such instance, no person may recover in excess of \$1,000,000, and not less than \$50,000.00 property damage limits with a reputable insurance company or companies licensed to do business in the State of Colorado. Such insurance policy or policies shall be endorsed to name Landlord as an additional insured and to state that the insuring company or companies will give not less than 10 days prior written notice to the Landlord and Tenant of any cancellation or reduction of insurance under such policy or policies of insurance, together with all endorsements pertaining thereto. A copy of such policy of insurance, together with all endorsements pertaining thereto, shall be furnished to Landlord on or before the commencement date of this Lease, together with any additional policies, endorsements or renewals as may be required during the term of this Lease.

13. NOTICE. Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing, unless otherwise noted in this Lease, and shall be deemed sufficiently given or

rendered if delivered personally or sent by certified first class U.S. Mail, postage prepaid, addressed as follows:

13.1 Landlord:

Board of County Commissioners of the County of Gunnison, Colorado
200 E. Virginia Ave.
Gunnison, CO 81230

13.2 Tenant:

Todd Shallbetter
~~49221 Highway 50~~ 1844 CR 38
Gunnison, CO 81230

13.3 Airport Manager:

Rick Lamport
519 Rio Grande Avenue
Gunnison, CO 81230

14. DEFAULT. If default shall occur in Tenant's due performance or observance of any covenant, condition or provision of this Lease and if Tenant shall not have taken and diligently pursued steps to remedy the same within 30 days after its receipt of Landlord's written notice specifying the default, then Landlord may (i) enforce any covenant herein by injunction, or specific performance; or (ii) sue for damages on account of such default; or (iii) enter and/or sublease the Property, perform and/or have performed the Tenants responsibilities as identified herein, have the financial benefit of the sale of the hay, and obtain from Tenant all costs and expenses incurred in the performance of the Tenant's responsibilities; or (iv) terminate the Lease, in which case Tenant shall pay to Landlord any rents then owing under this Lease, and any prepaid rents (pro rated for the length of occupancy) shall be remitted to Tenant, and Tenant's equipment or other personal property located on the Property shall be returned to Tenant at Tenant's cost. The remedies provided in this Lease are cumulative.

15. INDEMNIFICATION. Tenant shall defend, indemnify and hold harmless Landlord from any loss, liability, damage, claim or expenses (including, without limitation, attorneys' fees and costs of litigation) resulting from or in any way arising out of Tenant's operations, use or occupancy of the Property or the buildings, improvements, equipment, or personal property at any time situated thereon or the breach of any covenant or condition of this Lease.

16. ATTORNEYS' FEES. If either Landlord or Tenant brings any action against the other to enforce any

provision of this Lease, the successful party shall be entitled to all costs and expenses of such action, including, without limitation, reasonable attorney's fees.

17. ENTIRE AGREEMENT. This document reflects the entire agreement between the parties relating to the lease of the Property by Landlord to Tenant, and there are no other agreements or understandings regarding such lease except as contained or specifically referred to in this document. No provision of this Lease can be amended, modified or added to except by written instrument signed by each of the parties.

18. RELATIONSHIP OF LANDLORD AND TENANT. No provision of this Lease nor any acts of the parties under this Lease shall be deemed or construed as creating any agency, partnership, joint venture, trust, fiduciary or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

19. NO IMPLIED WAIVER. No failure by Landlord to insist upon the strict performance of any term, covenant or condition of this Lease, no failure by Landlord to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any default under this Lease, shall constitute a waiver of any term, covenant or condition, right or remedy or default under this Lease.

20. ASSIGNMENT. Tenant may not assign this Lease or sublet any portion of the Property without the prior consent of the Landlord, which consent may be exercised in Landlord's sole discretion, provided, however so long as Tenant is otherwise in possession of the Property, Landlord shall give its reasonable consent to any proposal by Tenant to rent the pasture to others for summer or fall grazing purposes.

ACCORDINGLY, the parties have executed this Agreement as of the day and year first above written.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk

TENANT: *Todd Shallbetter*



Todd Shallbetter

Appendix "A"

to

Agricultural Lease

between

The Board of County Commissioners of the County of Gunnison, Colorado

and

Todd Shallbetter

LEGAL DESCRIPTION OF PROPERTY

LAND

PARCEL NO. 1

Township 49 North, Range 1 West, N.M.P.M.

Section 1: S1/2SW1/4, W1/2NW1/4SW1/4

Section 2: The South 50 acres of the E1/2SE1/4, (formerly being Blocks 13 to 28, inclusive, of Kelly's Addition to the Town of Gunnison, said tract now being vacated)

- Section 11: NE1/4, N1/2SE1/4, SW1/4SE1/4, and the following parcel in the SE1/4SE1/4, more particularly described as follows: Beginning at the Northwest corner of the SE1/4SE1/4, thence South on said section line 985 feet, thence North 38-30' East 320 feet, thence North 16-50' East 770 feet, thence West 425.8 feet to the place of beginning,

Section 12: W1/2

EXCEPTING THEREFROM all that property in Decree Quieting Title to the Board of County Commissioners of Gunnison County, Colorado recorded July 3, 1948 in Book 278 at page 225,

AND FURTHER EXCEPTING THEREFROM TRACT II in Quit Claim Deed to the County of Gunnison, a Municipal corporation of the State of Colorado recorded December 18, 1946 in Book 268 at page 317.

PARCEL NO. 3

Tract No. 1 which is a certain triangular tract of land lying South of the East-West runway and East of the North-South runway containing 1.105 acres, more or less, and more particularly described as follows: A tract of land lying in the NE1/4SE1/4, Section 2, Township 49 North, Range 1 West, N.M.P.M., containing 1.105 acres,

more or less, and more particularly described as follows: Beginning at a point whence the East quarter corner of said Section 2 bears North 1-21' East 969.9 feet, and running thence North 88-39' West 567.4 feet, thence North 74-42' East 592.2 feet, thence South 1-21' West 169.7 feet, more or less, to the point of beginning; and Tract No. 2: A certain tract of land lying in the W1/2SE1/4, Section 2, Township 49 North, Range 1 West, N.M.P.M., more particularly described as follows: Beginning at a point from which the Southeast corner of Section 2, Township 49 North Range 1 West, N.M.P.M. bears south 89-27' East 2,000 feet, thence South 89-27' East 690 feet, thence North 1-00' East 1,500 feet; thence South 74-42' West 717.27 feet, thence South 1-00' West 1,304.1 feet to the place of beginning, containing 22.21 acres, more or less;

FURTHER EXCEPTING from all of the subject property the following described land lying in the SW1/4NW1/4SW1/4, Section 1, Township 49 North, Range 1 West, N.M.P.M., more particularly described as follows: Beginning at the Southwest corner of said tract at a point from which the Southwest corner of Section 1, Township 49 North, Range 1 West, bears South 1,320 feet, thence East 617 feet to Corner No. 2; thence North 2- East 660 feet to Corner No. 3; thence South 74-42' West 678 feet to Corner No. 4; thence South 457 feet to Corner No. 1, the place of beginning, containing 7.82 acres, more or less;

EXCEPTING from said property above described a tract of land in Section 2, Township 49 North, Range 1 West, N.M.P.M., more particularly described as follows: Beginning at the Southeast corner of said Section 2; thence North 0-07' West 1,670.55 feet along the East side of said Section 2 to the true point of beginning; thence South 73-35'30" West 2,080.61 feet to a point; thence North 0-06' West 167.38 feet to a point; thence North 73-35'30" East 2,058.0 feet to a point; thence North 74-42' East 22.44 feet to a point; thence South 0-07' East 166.92 feet to the true point of beginning, containing 7.67 acres, more or less.

PARCEL NO. 4

Township 49 North, Range 1 West, N.M.P.M.

Section 1: E1/2NE1/4
Township 49 North, Range 1 East, N.M.P.M.

Section 6: NW1/4SW1/4
SE1/4NW1/4
W1/2NW1/4

EXCEPTING from PARCEL NO. 4 above, the following tracts of land:
12.6.1.1

- a) That property conveyed to Gunnison County, a Municipal corporation of the State of Colorado in Quit Claim Deed recorded April 11, 1947 in Book 268 at page 346, and in Quit Claim Deed recorded April 13, 1948 in Book 268 at page 454.
- b) That property to The Board of County Commissioners of Gunnison County, Colorado in Quiet Title Decree recorded July 3, 1948 in Book 278 at page 225.
- c) That property conveyed to The Department of Highways, State of Colorado in Deed recorded March 2, 1960 in Book 345 at page 114.
- d) That property conveyed to Pioneers' Society of Gunnison County, Colorado in Warranty Deed recorded December 30, 1965 in Book 385 at page 298.
- e) That property conveyed to The County of Gunnison, a political subdivision in Warranty Deed recorded May 24, 1967 in Book 396 at page 179 and rerecorded August 11, 1969 in Book 411 at page 263.
- f) That property conveyed to The County of Gunnison, a political subdivision in Warranty Deed recorded August 3, 1967 in Book 397 at page 298 and rerecorded August 3, 1967 in Book 411 at page 262.
- g) That property conveyed to The County of Gunnison, Colorado in Warranty Deed recorded August 16, 1989 in Book 669 at page 229.
- h) That property conveyed to Gunnison County, Colorado in Personal Representative's Deed recorded August 16, 1989 in Book 669 at page 237 and Book 669 at page 239.
- i) That property conveyed to Garfield Investments, Inc., a Colorado corporation in Warranty Deed recorded June 20, 1997 as Reception No. 476319.

SE1/4
NE1/4SW1/4
E1/2NW1/4SW1/4

Section 12: NW1/4NE1/4

PARCEL NO. 5

Tract 2, WILSON #2 SUBDIVISION, according to the official Plat thereof recorded January 28, 1997, bearing Reception No. 473556,

EXCEPTING THEREFROM that property in PARCEL 2 of Warranty Deed to the Board of County Commissioners of Gunnison County, Colorado as recorded October 4, 1989 in Book 670 at page 841,

PARCEL NO. 6

A triangularly-shaped parcel of land located in the SW1/4NE1/4, Section 1, Township 49 North, Range 1 West, N.M.P.M., more particularly described as follows:

- 1. The southerly boundary of said parcel is the east-west centerline of said Section 1;
- 1. The easterly boundary of said parcel is the north-south centerline of the northeast 1/4 of said Section 1;
- 1. The northerly boundary of said parcel is the southerly line of Parcel 1 described in deed recorded in Book 669 at page 229, Gunnison County Recorder's Office.

EXCEPTING THEREFROM that property described as Parcel No. 4 in Deed recorded in Book 669 at page 229.

PARCEL NO. 7

A parcel of land located in Butcher's Addition to Gunnison, in Lot 2, Section 1, Township 49 North, Range 1 West, N.M.P.M., more particularly described as follows:

- 1. The southerly boundary of said parcel is the northerly boundary of Wilson #2 Subdivision, recorded at Reception #473556, Gunnison County Recorder's Office;
- 2. The westerly boundary of said parcel is the easterly line of Parcel No. 7 described in Deed recorded in Book 669 at page 229;
- 3. The northerly boundary of said parcel is the southerly line of Parcel No. 6 described in Deed recorded in Book 669 at page 229;

4. The easterly boundary of said parcel is the easterly boundary of Boutcher's Addition.

WATER RIGHTS

All water and water rights, ditches and ditch rights, and well and well rights connected with or used in connection with the Property described above domestic and irrigation purposes, including, without limitation the following:

An undivided 2/3 interest in the Pioneer Ditch, being Ditch No. 5, decreed for 400 statutory inches (approximately 10.4 c.f.s.) of water in Priority No. 5 and 46.9 c.f.s. of water in Priority No. 206,

Sellers' interest in the Hartman Ditches Nos. 1 and 2, being Ditch No. 10, decreed for 75 statutory inches (approximately 1.95 c.f.s.) of water in Priority No. 10 and 5 c.f.s. of water in Priority No. 330,

An undivided 1/2 interest in the Goodwin and Wright Ditch, being Ditch No. 309, decreed for 20 c.f.s. of water in Priority No. 395,

An undivided 7/8 interest in the Hartman Waste Water Irrigation Ditch, being Ditch No. 301, decreed for 2.29 c.f.s. of water in Priority No. 382 and 9.21 c.f.s. of water in Priority No. 388,

The Adams No. 1, being Ditch No. 57, decreed for 1.0 c.f.s. of water in Priority No. 48, 0.7 c.f.s. of water in Priority No. 121, 4.0 c.f.s. of water in Priority No. 216, 2.8 c.f.s. of water in Priority No. 272, and 5.5 c.f.s. of water in Priority No. 287, and

The Adams No. 2, being Ditch No. 112, decreed for 1.6 c.f.s. of water in Priority No. 85 and 10.4 c.f.s. of water in Priority No. 249,

All in old Water District No. 28, Water Division 4, Gunnison County, Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Cesare, Inc; Airport Termina

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Consultant agreement for special inspections for the terminal project

Fiscal Impact: 51,134

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/28/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/27/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/28/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and _____, whose address is _____ ("Contractor").

RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified in the Scope of Work, attached and incorporated as Appendix A ("Services"); and

WHEREAS, Gunnison County desires to engage Contractor to provide such Services pursuant 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 as more specifically set forth in Appendix A. 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 the subject matter thereof. 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 _____, _____ and shall terminate on _____, _____ (the "Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its _____ strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty one thousand one hundred thirty four and No/100 U. S. Dollars (\$51,134.00) (the "Compensation"). 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 herein.

5. SUBJECT TO ANNUAL APPROPRIATIONS. *[This section shall only apply if the term in Section 2 is longer than one year.]*

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and 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 coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- 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 for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

7. 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 venturer 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 federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Contractor 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.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

9. SOLE SOURCE CONTRACTS. *[This section shall only apply if this is a sole source contract or contract with the State of Colorado and exceeds \$100,000.00 annually.]*

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution, which including this contract in the aggregate on an annual basis is/are equal to or exceed the amount of \$100,000.00, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.
- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

10. 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.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

12. ADA 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.

13. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, 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.

15. 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 outlined in Appendix A.

16. 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 Ave.
Gunnison, Colorado 81230
Phone: 970-641-0248

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

Contractor: _____

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.

17. GOVERNING LAW.

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

18. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

19. ENTIRE AGREEMENT.

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

20. 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.

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: _____
Jonathan Houck, Chairperson

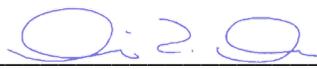
By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

CONTRACTOR

By:  _____

APPENDIX "A"

SCOPE OF SERVICES

Cesare, Inc. (Cesare) is pleased to submit this proposal to Gunnison County (Client) for materials testing and construction observation for the renovation and expansion of the Gunnison-Crested Butte Regional Airport in Gunnison, Colorado. Based on:

- a schedule provided by Shaw Construction, dated April 20, 2021,
- plans and specifications by Gensler, Project Number 03.7733.000, dated January 29, 2021, and
- information provided by Client,

it is Cesare's understanding that this project will require special inspection and materials testing during construction of a new ground service equipment (GSE) storage structure, renovation and expansion of the existing terminal building, and associated site work. This proposal excludes wood special inspections and testing.

Cesare proposes the following scope of services:

• **TASK 1 - EXCAVATION, FOOTING, REINFORCING STEEL OBSERVATION**

Cesare personnel will observe completed foundation excavations, describe the subsurface profile, and verify that the exposed subgrade matches the recommendations provided by Dowl in their geotechnical engineering report dated September 2020 (not provided). Cesare anticipates that a field engineer or master technician will observe the foundation excavation prior to forming footings for the GSE building and expansion of the terminal building.

Cesare will conduct visual observation of reinforcing steel, cast imbedded anchors, and post-installed anchors, as per the specifications and as directed by the structural engineer. Cesare anticipates that reinforcing observations will be conducted by a master technician or field engineer the day before concrete placement for each section of footings. Cesare anticipates several visits during drilling and epoxy placement of post-installed anchors. Concrete tests will be conducted in accordance with specifications as indicated in **TASK 3**.

• **TASK 2 - COMPACTION TESTING AND FIELD OBSERVATION**

Cesare personnel will obtain samples of onsite and import soil and conduct laboratory testing to determine applicable engineering properties. Cesare will observe fill placement and conduct field tests, as required for moisture and density determination using test method ASTM D6938 (nuclear gauge method), and/or other tests as required by project specifications. Per specification, controlled fill will be observed on a continuous basis during placement and compaction.

Cesare will follow Federal Aviation Administration (FAA) specifications for observation and testing of areas within the secure airport operations area. Per FAA P-152 specifications, subgrade and embankment compaction shall be tested by the contractor's representative for every 2,500 square feet, per lift.

• **TASK 3 - CONCRETE TESTING**

Cesare personnel will conduct concrete tests in accordance with specifications using applicable

ASTM test standards. Per specification, sets of six cylinders will be cast for compressive strength determinations for the GSE and terminal buildings and for concrete flatwork placed in the nonsecure area (outside airport operations). Four inch by eight inch cylinders will be utilized, unless otherwise required. One cylinder will be compression tested at 7 days, three cylinders will be tested at 28 days, and two cylinders will be held. The held cylinders will not be tested unless the 28 day compressive strength average does not achieve specified strength. At a minimum, one set of cylinders will be obtained for every 50 cubic yards for concrete with a specified strength of 5,000 pounds per square inch, or one set per 100 cubic yards of other types of concrete placed in any 1 day, or a minimum of one set per day of placement.

Plans indicate that approximately 3,000 square yards of concrete paving will be placed within the secure area. Cesare will complete quality assurance (QA) acceptance testing for P-306 lean concrete base course and P-501 concrete paving. Two compressive strength cylinders will be tested at 7 days for each 1,200 square yards of P-306. Two 6 inch by 18 inch beam specimens will be cast, per 400 to 600 square yard subplot of P-501 and tested for flexural strength at an age of 28 days.

In accordance with ACI 301, ACI 311, and ASTM C31 criteria, facilities for making, storing, and curing concrete strength specimens will be developed and provided by the Contractor or Owner, as applicable. Cesare will conduct its services in accordance with ASTM C31, making reasonable efforts to meet initial curing requirements. Additional costs associated with this task may apply.

☐ TASK 4 - WELD AND BOLT OBSERVATION

Cesare's subconsultant will provide special inspection services for visual fillet weld observation and bolt torque testing, as per the specifications and as directed by the structural engineer.

☐ TASK 5 - PROJECT MANAGEMENT AND REPORTING

Cesare will inform Client and/or the Client's authorized representative of test results during construction. Reports will be issued in electronic format (pdf) weekly that summarize the field observations and field and laboratory testing for **TASKS 1** through **4**. These reports will be sent to parties designated by the Client and/or Client's authorized representative. Printed copies will not be provided unless specifically requested prior to report preparation. Additional fees will apply if printed copies are requested.

C ESTIMATED FEES

Cesare estimates the fees for its scope of services as follows. All final costs are a function of time spent on each task at the assigned fee rate. This proposal is an estimate of the number of hours and/or days anticipated for each task based on information provided, plans and specifications, other jobs of similar size and scope, and includes no additional time due to non-conformance, delay, schedule changes, or changes in work methods by Client, Client's authorized representative, Contractor, Owner, or any others associated with the project. Cesare will perform tasks as scheduled by Client and/or Client's authorized representative. Estimated time for field services includes project travel, vehicle, equipment, scheduling, and daily reporting by Cesare's field representative(s).

Task 1 - Excavation, Footing, and Reinforcing Steel Observation

90 hours @ \$80/hour

\$7,200

Estimated Fees, Task 1

\$7,200

Task 2 - Compaction Testing and Field Observation

Foundation subgrade preparation, backfill, and P-152 subgrade

200 hours @ \$68/hour

\$13,600

Laboratory testing

3 Proctors with classification @ \$278/Proctor

\$834

Estimated Fees, Task 2

\$14,434

Task 3 - Concrete Testing

Foundations, floor slab, sidewalk, and curb and gutter concrete

120 hours @ \$68/hour

\$8,160

P-306 lean concrete base course and P-501 concrete pavement

40 hours @ \$68/hour

\$2,720

Laboratory testing

26 sets of 6 cylinders @ \$15 cylinder

\$2,340

3 sets of 2 cylinders @ \$15 cylinder

\$90

6 sets of 2 beams @ \$40/beam

\$480

Estimated Fees, Task 3

\$13,790

Task 4 - Weld and Bolt Observation

Special inspector

60 hours @ \$85/hour

\$5,100

Estimated Fees, Task 4

\$5,100

Task 5 - Project Management and Reporting

Cesare scheduling, technical oversight, daily report review, administrative support, and reporting

50 hours @ \$120/hour	\$6,000
22 hours @ \$55/hour	\$1,210
20 hours @ \$170/hour	\$3,400
Estimated Fees, Task 5	\$10,610
TOTAL ESTIMATED FEE	\$51,134

C PROJECT SCHEDULING

Cesare requires a minimum 24 hours notice for all testing and construction observation. All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through Cesare's assigned project manager or corporate office and not through field personnel unless other arrangements are made prior to Cesare rendering services. Should additional services be required outside this scope of service, they can be provided at the hourly rates stated in Cesare's current schedule of fees. Cesare's proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.35 times the rates indicated in Cesare's schedule of fees. Hours worked on Cesare paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM).**

If nonconforming items/conditions are observed, Cesare personnel may not be able to remain onsite to witness, test, or observe corrective actions. Cesare personnel will make reasonable efforts to remain onsite while corrective actions are performed. Reobserving/retesting may need to be rescheduled.

Samples collected and subjected to testing, if any, will be disposed of after testing is completed. Samples not subjected to testing, if any, will be disposed of thirty (30) days after submittal of the report for which the samples were collected.

CONDITIONS

UTILITIES

Client and Clients contractors shall be responsible for designating the location of all onsite utilities and subterranean structures, especially as required by law. Client agrees to indemnify and hold Cesare harmless for damage to any utilities or subterranean structures (irrigation lines, telephone wires, pipes, tanks, etc.) whose locations are not marked, or are not clearly marked, or are not marked accurately in the field prior to Cesare's arrival onsite.

jobsite safety

Neither the professional activities of Cesare, nor the presence of Cesare or its employees, and/or subconsultants at the project site, shall relieve the Owner or Owner's representatives of its obligations, duties, and responsibilities with any health and/or safety precautions required by any

regulatory agencies. Cesare and its personnel have no authority to exercise any control over any other contractor, consultant, or their employees in connection with their work or any health and/or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

HAZARDOUS MATERIALS

The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment or human health in any way whatsoever, including but not limited to those substances defined, designated, or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

Client agrees to notify Cesare about any known or suspected environmental conditions or hazardous materials that could impact the proposed scope of services. Cesare agrees to notify the Client if Cesare encounters any known or suspected hazardous materials. Should any known or suspected hazardous materials be discovered in the course of the performance of the services under this Agreement, such discovery shall constitute a changed condition. Cesare's scope of services and fee schedule will require amendment prior to proceeding or the Agreement may be terminated. Should the discovery of any known or suspected hazardous material require Cesare to take immediate measures to protect health and safety, Client agrees to compensate Cesare for all costs incidental to taking such measures and for any equipment or replacement required. Client agrees to make any disclosure required by law to appropriate governmental agencies. Furthermore, Client agrees to defend, indemnify, and hold Cesare harmless from any and all liability arising from discovery by anyone of any known or suspected hazardous materials.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter to White River National Forest; Recreation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Review and approve for sending

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/28/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 6/1/2021

June 1, 2021

Shelly Grail
Recreation Manager, Aspen-Sopris District
sgrail@fs.fed.us

Kevin Warner
District Ranger, White River National Forest
kwarn@fs.fed.us

Dear Shelly Grail and Kevin Warner:

The Board of County Commissioners in Gunnison County would like to request the White River National Forest partner with us to address challenges related to parking and the volume of recreators attempting to access the Lead King Loop. Our interest in these challenges is related to County Road 3 (CR3), which connects the Town of Marble to the Lead King Loop trailhead.

When the Gunnison County Board of County Commissioners made an exemption for OHV's on CR3 in 2015, it was in response to vehicles blocking driveways and emergency access on CR3 due to a scarcity of parking options. Many vehicles with trailers would block driveways, attempting to get as close as possible to the trailhead, while others wishing to abide by the OHV restriction on CR3 would attempt to drive up to the trailhead; upon finding no place to park, some would get stuck or jackknife while trying to turn around. By allowing OHV use on CR3, some Lead King Loop users began parking vehicles and trailers in town and would access the trail from there. Despite this policy change, problems related to parking and access along CR3 have continued to steadily grow. The increasing volume of recreators has further stressed the limited infrastructure for those trying to access the Lead King Loop. At times, inhabitants on CR3 are prevented from being able to exit their residence due to the nearly constant flow of traffic and illegal parking restricting two-way traffic.

Although many of these impacts take place outside the boundaries of the White River National Forest, they are a direct result of the absence of suitable parking and policies that do not restrict the volume of motorized vehicles on the Lead King Loop in the travel management plan. In summer 2020, enthusiasm to socially distance by recreating in the backcountry resulted in increased impacts to public lands across the state, but the impacts in Marble have been exponential by comparison. The combination of limited infrastructure, narrow geographical boundaries and vehicle access to the iconic Crystal Mill and stunning scenery on the Lead King Loop outstripped capacity well before COVID-19, and it's much worse now. It is

due to the severity of impacts felt outside the boundaries of the White River National Forest that we have decided to allow OHV access on CR3 to expire at the end of 2021.

For years, constituents in the Marble area have raised a number of concerns related to OHV's, safe access to residential properties, parking, noise and environmental pollution, and safe operation of unlicensed vehicles like ATV's. Much like the Town of Marble's recent discussions, we have long sought solutions to improve parking infrastructure and limit the volume of vehicles on the Lead King Loop, which spill over into the neighborhood adjacent to the trailhead. Therefore, we are asking the White River National Forest to partner with us to identify long term solutions, such as a suitable parking area near the trailhead and a permitting system. We would like to see concrete steps to plan for limiting motorized use and parking demand by 2022, with implementation before summer 2023, and would appreciate guidance and feedback for the data required to implement such changes.

We realize that changes to travel management plans for national forests often entail years of data collection and analysis and stakeholder engagement. At the same time, the requests we are making for a joint parking and permitting solution are not premised on impacts within the White River National Forest, nor do they target particular user groups such as ATV's or motorized vehicles. Instead, they are rooted in a clearly identifiable lack of infrastructure necessary to support the travel management plan for the Lead King Loop. We seek a solution that scales the demand for access to the Lead King Loop to geographical constraints of the area and respectfully request that the White River National Forest consider any and all tools that would help expedite this process, including the possibility of reopening the travel management plan.

Gunnison County is pleased to continue our partnership and continued collaboration with the White River National Forest as we work to address the unique challenges attending access to the Lead King Loop.

Best Regards,

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Asphalt Paving; Funding Request

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This summer there is the opportunity to receive competitive bids for asphalt paving. The funding in the budget is not adequate for the proposed project.

Fiscal Impact: \$350,000 - \$400,000 (total)

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@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: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM

Agenda Date: 6/1/2021

Melanie Bollig

From: Marlene Crosby
Sent: Thursday, May 27, 2021 5:50 AM
To: Matthew Birnie
Cc: Melanie Bollig
Subject: Paving Request

Good Morning,

Per our discussion yesterday about extra funding for asphalt paving this summer, this reminder to watch for the item in Laserfiche. The only document uploaded will be this e-mail.

Thank you,

Marlene

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Purchase; Public Works; John Deer 612

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Purchase of a John Deere Tractor and an Alamo mower to use for roadside right-of-way clearing and maintenance This is off of the State bid list.

Fiscal Impact: \$174,728.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Funds are budgeted for this item.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/27/2021

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: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM

Agenda Date: 6/1/2021



JOHN DEERE

Selling Equipment



**POTESTIO BROTHERS
EQUIPMENT**

Quote Id: 24424387

Customer: GUNNISON COUNTY ROAD & BRIDGE

JOHN DEERE 6120R Tractor

Hours: 0000

Stock Number:

				Selling Price
				\$ 107,500.00
Code	Description	Qty	Unit	Extended
08G9L	6120R Tractor	1	\$ 130,866.00	\$ 130,866.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	\$ 0.00
0501	No Package	1	\$ 0.00	\$ 0.00
1462	24F/24R AutoQuad Plus Ecoshift Transmission 40 km/h (25 mph)	1	\$ 0.00	\$ 0.00
2050	Economy Cab with Right-Hand Console	1	\$ 0.00	\$ 0.00
2158	Standard Seat	1	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	\$ 0.00
2624	Panorama Windshield with Panorama Doors	1	\$ 0.00	\$ 0.00
2663	Standard Radio Package	1	\$ 351.00	\$ 351.00
3223	Hydraulic Pump - 114 L/min	1	\$ 0.00	\$ 0.00
3332	3 Mechanical Selective Control Valves (SCV) - Premium	1	\$ 1,396.00	\$ 1,396.00
3833	Rear PTO - 540/540E/1000 - for R&P Axle	1	\$ 0.00	\$ 0.00
4120	Telescopic Draft Links with Ball End - Category 2	1	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	\$ 0.00
5040	R&P Rear Axle 79 mm (3.11 in.) x 2550 mm (100.4 in.)	1	\$ 2,750.00	\$ 2,750.00
5091	Adjustable Cast Wheels - Rear	1	\$ 189.00	\$ 189.00
5214	Rear Wheels 480/80R34 - Special Profile	1	\$ 1,692.00	\$ 1,692.00
5915	Rear and Front Tire Brand - Nokian	1	\$ 400.00	\$ 400.00
6045	4WD front axle - unsuspended	1	\$ 0.00	\$ 0.00
6091	2-Position Steel Wheels - Front	1	\$ -625.00	\$ -625.00
6225	Front Wheels 400/80R24 - Special Profile	1	\$ 1,756.00	\$ 1,756.00
7702	Shipment Preparation - By Ship Overseas	1	\$ 0.00	\$ 0.00
8307	Fuel Tank Bottom Guard	1	\$ 472.00	\$ 472.00
8782	Backup Alarm	1	\$ 540.00	\$ 540.00



JOHN DEERE

Selling Equipment



**POTESTIO BROTHERS
EQUIPMENT**

Quote Id: 24424387

Customer: GUNNISON COUNTY ROAD & BRIDGE

8924	M-SCV 3F (Mechanical Valve, 3 Functions)	1	\$ 3,427.00	\$ 3,427.00
Standard Options Total				\$ 12,348.00
Technology Options				
1834	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	\$ 0.00
1947	4200 Processor	1	\$ 0.00	\$ 0.00
1829	4200 CommandCenter™	1	\$ 0.00	\$ 0.00
1867	Less Application	1	\$ 0.00	\$ 0.00
1835	Less StarFire™ Receiver	1	\$ 0.00	\$ 0.00
1885	Less JDLink™	1	\$ 0.00	\$ 0.00
Technology Options Total				\$ 0.00
Dealer Attachments				
BL15431	Heating Element - HEATING ELEMENT, ATTACHMENT, COLD S	1	\$ 477.00	\$ 477.00
8781	License Plate Bractet	1	\$ 39.00	\$ 39.00
8020	rear fender extentions	1	\$ 729.00	\$ 729.00
Dealer Attachments Total				\$ 1,245.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,700.00	\$ 1,700.00
Other Charges Total				\$ 1,700.00
Suggested Price				\$ 146,159.00
Customer Discounts				
Customer Discounts Total			\$ -38,659.00	\$ -38,659.00
Total Selling Price				\$ 107,500.00

ALAMO Samurai 22

Hours: 0

Stock Number:

Code	Description	Qty	Unit	Selling Price	Extended
				\$ 66,878.00	
Samurai 22	Side Boom Mower with 60" Rotary Cutter	1	\$ 65,549.00		\$ 65,549.00
Dealer Attachments					
02986190sl	swivel head 60 " mower	1	\$ 1,329.00		\$ 1,329.00
Dealer Attachments Total					\$ 1,329.00
Suggested Price					\$ 66,878.00
Customer Discounts					



JOHN DEERE

Selling Equipment



**POTESTIO BROTHERS
EQUIPMENT**

Quote Id: 24424387

Customer: GUNNISON COUNTY ROAD & BRIDGE

Customer Discounts Total	\$ 0.00	\$ 0.00
Total Selling Price		\$ 66,878.00



JOHN DEERE



**POTESTIO BROTHERS
EQUIPMENT**

Quote Summary

Prepared For:

GUNNISON COUNTY ROAD & BRIDGE
200 E VIRGINIA AVE
GUNNISON, CO 81230
Business: 970-641-0044
Mobile: 970-963-9537
LPARTCH@GUNNISONCOUNTY.ORG

Prepared By:

David Heizenrader
Potestio Brothers Equipment
19020 Longs Way
Parker, CO 80134
Phone: 303-841-2299
davidh@pbequip.com

6120R Includes Rear Screen, Strobe, Extra Filters &
Belts, Fire Extinguisher, 2 Sets Parts & Service CD
Manuals & 6 Point Power Strip.

Quote Id: 24424387
Created On: 13 May 2021
Last Modified On: 21 May 2021
Expiration Date: 14 June 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6120R Tractor	\$ 107,500.00 X	1 =	\$ 107,500.00
ALAMO Samurai 22	\$ 66,878.00 X	1 =	\$ 66,878.00
Equipment Total			\$ 174,378.00

Quote Summary	
Equipment Total	\$ 174,378.00
DELIVERY	\$ 350.00
SubTotal	\$ 174,728.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 174,728.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 174,728.00

Salesperson : X _____

Accepted By : X _____

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada U.L.C., 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (Includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 450R, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Tractor Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

(Effective November 1, 2020)

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, theft elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



SAMURAI™ 18

It is the purpose of this specification to describe a 18' mid-mounted, hydraulically powered boom mower for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment. The unit bid shall be the manufacturer's current production model that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify his standard production unit in order to meet these specifications.

BASIC FEATURES

- 18' minimum horizontal reach.
- 18' 7" minimum vertical reach.
- 5' 1" below grade reach.
- Two section articulated boom.
- 60" rotary cutting head (specifications listed separately).

BOOM FEATURES & MOUNTING

- Main Boom: 6" x 6" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- Outer Boom: 5" x 5" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- The main boom pivot points shall be reinforced with ¾" ASTM A-572 Gr. 50 (65,000 psi min tensile).
- Main pivot pins shall be constructed of 2" ETD 150 alloy steel bar (150,000 psi min tensile/32 Rc min).
- Each pin shall be supported by a pair of 3" hardened steel, greaseable Connex® bushings.

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.
- Boom must swing hydraulically a minimum of 120° utilizing a king post style turning arm.
- The 2 ½" diameter king pin shall be constructed from AISI 1045 chrome steel.
- The king pin shall pivot about a pair of 2 ¾" diameter greaseable Connex® bushings.
- The weight of the boom and turning arm shall be supported by a 5" diameter UHMW polyethylene thrust washer.
- The tilt mechanism shall feature a four-bar linkage to allow for 215° mowing head rotation.

- The tractor mount kit shall feature a subframe spanning from the front bolster to the rear axle.
- Subframe shall consist of 4" x 4" x 5/16" wall tubing with a 6" x 4" x ½" vertical support.
- Torsional loading shall be minimized with a 4" x 2" x ¼" lateral cross-brace spanning the width of the tractor.
- All structural tubing used in the mount kit shall conform to ASTM A-500 Gr. B (58,000 psi min tensile).
- Frame work fastened to the tractor bell housing area will not be accepted.
- The mainframe which supports the king post shall brace over the hood just above the operator's line of sight.
- The brace shall be a formed 4" x 4" x 5/16" wall tube conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- Only a one piece, formed structural brace shall be accepted.

- A minimum 1,600 lb counterweight shall be fastened to the frame opposite the boom.
- A self-adjusting axle stabilizer system shall provide counter-stability for the articulated boom.
- An additional 500 lb wheel weight shall be provided as standard equipment.
- A two-piece boom rest structure shall mount to the rear axle to support the weight of the boom in transport.

HYDRAULIC SYSTEM

- Unit shall feature a self-contained hydraulic circuit for both mowing head and boom control.
- Mowing head circuit shall feature a gear-type pump rated at 30 gpm (52 hp) and 3,000 psi @ 2,200 rpm.
- Boom control circuit shall feature a gear-type pump rated at 12 gpm (21 hp) and 3,000 psi @ 2,200 rpm.
- The dual section pump shall be mounted to the front of the tractor and coupled to the engine crankshaft pulley.

- The hydraulic reservoir shall be front-mounted for improved operator visibility, safety, and operator access.
- The in-tank return filter shall be 10-micron with a 95-GPM full-flow with restriction gauge.
- The suction line filter shall be 100-mesh.
- The hydraulic system shall feature an oil-to-air cooler with integrated electric fan located beyond the reservoir.

LEGAL DISCLAIMER: Alamo Industrial reserves the right to change these specifications without notice as we improve and/or modify our products.
Alamo Industrial Samurai™ 18 Boom Effective January 28, 2011

HYDRAULIC SYSTEM (continued)

- Reservoir shall feature visual indication of tank level and temperature to insure a 20 gallon working volume.
- Convenient access points for draining and cleaning the reservoir shall be provided.
- A heavy duty steel bumper shall provide frontal protection for the reservoir.
- The cylinder control circuit shall feature a multi-section, electro-hydraulic, directional valve.
- The valve shall be open-center and provide section-specific pressure compensation.
- Valve shall allow a minimum of four functions to be operated simultaneously by joystick control.
- The swing, lift and dipper sections must feature individual work port relief valves for breakaway protection.
- The valve shall be mounted on the oil reservoir and protected by a hinged fiberglass cover.
- All high-pressure hydraulic hoses shall be of four-wire braid construction with a minimum SAE100R12 rating.

OPERATOR PROTECTION & SAFETY

- The mower cutter head shall have a six-second emergency shut down engaged by the operator inside the cab.
- The boom controls shall feature a master ON/OFF switch for complete power shutdown.
- An ignition lock-out safety switch shall prevent the tractor from being started with the cutter head valve engaged.
- Cab units shall include Shields® Premier 3/8" thick right side replacement polycarbonate windows.
- The replacement windows shall feature Supercoat™ anti-abrasion coating with integrated UV protection.
- Open station tractors shall be supplied with a cage which shields the operator from flying debris.
- The right side of the cage shall feature a combination of opaque 3/8" Lexan® MR10 and 10 ga. ASTM A-36 steel.
- Overhead shielding shall consist of a FOPS rated canopy or a 1 1/2" - #9 raised expanded metal cage extension.

TRACTOR SPECIFICATIONS

- Tractor shall weigh a minimum of 6,000 lbs. and have an 85" minimum wheelbase.
- The engine shall produce a minimum of 80 net hp.

OPTIONAL EQUIPMENT

- Open center valve with lever controls in lieu of joystick.
- Rotary head with door, 5" diameter cut capacity.
- Heavy duty flail with door, 4" diameter cut capacity.
- Saw head with 4" diameter cutting capacity.
- Rotary ditcher with hydraulic chute, 20" cutting wheel.
- Quick hitch for easy cutting head exchange.

WARRANTY

There shall be a one year parts and labor warranty. Non-governmental users are subject to modified policy. Only Alamo Industrial (OEM) parts may be used for warranty replacement.

PRODUCT LIABILITY INSURANCE

Choose the term that relates directly to your specific bidding situation. Please note that it is the dealer's responsibility to use the correct verbiage for the bid type. DO NOT USE BOTH.

Individual Agency Bids

Bidders must include a copy of mowing equipment manufacturer's Certificate of Insurance for Product Liability of at least \$5,000,000 for the products subject to its bid. The insurance carrier is to be rated "A, VII" or higher by the A.M Best insurance rating service.

Multi-Unit DOT Bids

The successful vendor will provide a copy of mowing equipment manufacturer's Certificate of Insurance of at least \$5,000,000 for Product Liability for the products subject to its bid naming the Agency as an additional insured party. The insurance carrier is to be rated "A, VII" or higher by the A.M. Best insurance rating service.



1502 East Walnut St., Seguin, TX 78155 800-882-5762 800-242-5266 fax www.alamo-industrial.com

LEGAL DISCLAIMER: Alamo Industrial reserves the right to change these specifications without notice as we improve and/or modify our products.
Alamo Industrial Samurai™ 18 Boom Effective January 28, 2011

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Cooperative Forest Road Agreement; U.S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: US Forest Service White River National Forest and Gunnison County

Term Begins: 6/01/21

Term Ends: 6/1/2026

Grant Contract #: WRFS Master Agreement 21-R

Summary:

This is the basic 5 year master agreement which includes the Schedule A Agreements.

Fiscal Impact: We receive HUTF funding for the Schedule A miles

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

I see no legal issues. Public Works staff should be reminded of the texting while driving prohibition contained in this agreement. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/28/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/28/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: DCM Report

Agenda Date: 6/1/2021



FS Agreement No. 21-RO-11021500-014

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
GUNNISON COUNTY, STATE OF COLORADO
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the _____ day of _____, 2021, by and between Gunnison County, State of Colorado, hereinafter referred to as "County," and the USDA, Forest Service White River National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Gunnison County, State of Colorado, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which the County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of the County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the County should be maintained and, if necessary, improved to a



standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. **IDENTIFICATION OF ROADS.** A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. **MAINTENANCE PLANS.** At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. **PROJECT AGREEMENTS.** When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for



improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by the County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to the County periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the County to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by the County the arrangements shall be set forth in the project agreement. Payments to the County shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish the County copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the White River National Forest for the U.S. Forest Service, and Gunnison County Public Works Director for the County shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the



Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or the County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ed Casebolt Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: ecaseboltiii@GunnisonCounty.org	Name: Marlene Crosby Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: mcrosby@GunnisonCounty.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Erica Borum 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: 970.945.3277 FAX: 970.945.3266 Email: erica.borum@usda.gov	Alex Specht – Grants Management Trainee Rocky Mountain Region – Center of Excellence 900 Grand Ave. Glenwood Springs, CO 81601 Telephone: 970-945-3227 Alex.specht@usda.gov

11. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through five (5) years at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

12. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MARLENE CROSBY, Date
 Public Works Director
 Gunnison County, State of Colorado

SCOTT G. FITZWILLIAMS, Date
 Forest Supervisor
 U.S. Forest Service, White River National Forest

JONATHAN HOUCK, Date
 County Commission Chair
 Gunnison County, State of Colorado



ELIZABETH (LIZ) SMITH,
County Commissioner
Gunnison County, State of Colorado

Date

ROLAND MASON,
County Commissioner
Gunnison County, State of Colorado

Date

The authority and format of this agreement have been reviewed and approved for signature.

DAVID GRAHAM

Digitally signed by DAVID GRAHAM
Date: 2021.04.28 15:19:04 -06'00'

DAVE GRAHAM
U.S. Forest Service, Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 2

Road Name:	Paradise Basin			Maintenance Level:	2
Termini Length (Mi.):	2.50				
Termini:	Forest Boundary to Intersection with WRNF 314/GCR 317				
Forest Name:	White River NF		State:	CO	
Ranger District(s):	Sopris		County:	Gunnison	
WHITE RIVER NFSR #:	317		CR #:	734	
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>		
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>			
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>		Seasonal Restrictions	
Law Enforcement:	County <input type="checkbox"/>	USFS <input checked="" type="checkbox"/>			
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>		

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 years	
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 3

Road Name:	Emerald Lake			Maintenance Level:	2
Termini Length (Mi.):	0.12				
Termini:	Forest Boundary NW to Intersection with WRNF 317/GCR734				
Forest Name:	White River NF		State:	CO	
Ranger District(s):	Sopris		County:	Gunnison	
WHITE RIVER NFSR #:	314		CR #:	317	
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>		
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>			
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>		Seasonal Restrictions	
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input checked="" type="checkbox"/>			
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>		

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 4

Road Name:	Crystal River Segment 1	Maintenance Level:	2
Termini Length (Mi.):	1.50		
Termini:	Intersection WRNF 317 (GCR 734) NW to South Schofield Town Site		
Forest Name:	White River NF	State:	CO
Ranger District(s):	Sopris	County:	Gunnison
WHITE RIVER NFSR #:	314	CR #:	317
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input checked="" type="checkbox"/>	
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>	Seasonal Restrictions
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input checked="" type="checkbox"/>	
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 5

Road Name:	Crystal River Segment 2	Maintenance Level:	2
Termini Length (Mi.):	0.70		
Termini:	South Schofield Townsite to North Schofield Townsite		
Forest Name:	White River NF	State:	CO
Ranger District(s):	Sopris	County:	Gunnison
WHITE RIVER NFSR #:	314	CR #:	317
County ROW:	Owned <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>
USFS ROW:	USFS Land <input type="checkbox"/>	Easement <input type="checkbox"/>	
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>	Seasonal Restrictions
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input type="checkbox"/>	
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	USFS may assist.
Major Drainage Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	USFS may assist.
Repair and Installation of Warning & Regulatory Signs	<input type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: County road with limited shared maintenance responsibilities.
All USFS maintenance responsibilities noted above may be postponed, reduced in scope or refused at the discretion of the WRNF Forest Engineer.



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet **6**

Road Name:	Crystal River Segment 3	Maintenance Level:	2
Termini Length (Mi.):	0.50		
Termini:	North Schofield Townsite to Schofield Parking Lot		
Forest Name:	White River NF	State:	CO
Ranger District(s):	Sopris	County:	Gunnison
WHITE RIVER NFSR #:	314	CR #:	317
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>	
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>	Seasonal Restrictions
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input checked="" type="checkbox"/>	
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	Dozer req'd.
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: Parking lot located at top of Punchbowl.
To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 7

Road Name:	Crystal River Segment 4	Maintenance Level:	2
Termini Length (Mi.):	1.50		
Termini:	Schofield Parking Lot to Intersection with WRNF 315 East		
Forest Name:	White River NF	State:	CO
Ranger District(s):	Sopris	County:	Gunnison
WHITE RIVER NFSR #:	314	CR #:	n/a
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>	
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>	Seasonal Restrictions
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input checked="" type="checkbox"/>	
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	Dozer req'd.
Surfacing Repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Surface Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Roadside Vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Culvert Cleaning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: Parking lot located at top of Punchbowl.
To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 8

Road Name:	Crystal River Segment 5	Maintenance Level:	2	
Termini Length (Mi.):	0.80			
Termini:	Intersection WRNF 315 E to Crystal Townsite			
Forest Name:	White River NF	State:	CO	
Ranger District(s):	Sopris	County:	Gunnison	
WHITE RIVER NFSR #:	314	CR #:	n/a	
County ROW:	Owned <input type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>	Undetermined Ownership*
USFS ROW:	USFS Land <input type="checkbox"/>	Easement <input type="checkbox"/>		
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>		Seasonal Restrictions
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input type="checkbox"/>		
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>	

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	Dozer req'd.
Surfacing Repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Surface Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Culvert Cleaning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Miscellaneous Structures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input checked="" type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	2 years	
Posting	<input type="checkbox"/>	<input type="checkbox"/>	As Needed	
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>	As Needed	

REMARKS: This segment is neither claimed by Gunnison County nor USFS. All USFS maintenance responsibilities noted above may be postponed, reduced in scope or refused at the discretion of the WRNF Forest Engineer.
To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 9

Road Name:	Crystal River Segment 6			Maintenance Level:	2
Termini Length (Mi.):	3.00				
Termini:	Crystal Townsite to Intersection with WRNF 315 West				
Forest Name:	White River NF	State:	CO		
Ranger District(s):	Sopris	County:	Gunnison		
WHITE RIVER NFSR #:	314	CR #:	n/a		
County ROW:	Owned <input type="checkbox"/>	Easement <input checked="" type="checkbox"/>	Claimed <input checked="" type="checkbox"/>		
USFS ROW:	USFS Land <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>			
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>		Seasonal Restrictions	
Law Enforcement:	County <input type="checkbox"/>	USFS <input type="checkbox"/>			
Road Maintenance & Signing Responsibility:	All County <input type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input checked="" type="checkbox"/>		

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	Dozer req'd.
Surfacing Repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	As Needed	
Culvert Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Major Drainage Structures	<input type="checkbox"/>	<input type="checkbox"/>		
Miscellaneous Structures	<input type="checkbox"/>	<input type="checkbox"/>		
Repair and Installation of Warning & Regulatory Signs	<input type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 years	
Posting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	As Needed	
Snow Plowing	<input type="checkbox"/>	<input type="checkbox"/>		
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		
REMARKS: To meet White River National Forest Travel Management Plan route is closed to motorized vehicles (except over snow) between November 22 and May 20				



**Schedule A - Joint Road
Maintenance Plan: Exhibit B**

Sheet 10

Road Name:	Crystal River Segment 7			Maintenance Level:	3
Termini Length (Mi.):	1.50				
Termini:	Intersection WRNF 315 West to Marble City Limits				
Forest Name:	White River NF	State:	CO		
Ranger District(s):	Sopris	County:	Gunnison		
WHITE RIVER NFSR #:	314	CR #:	3		
County ROW:	Owned <input checked="" type="checkbox"/>	Easement <input type="checkbox"/>	Claimed <input type="checkbox"/>		
USFS ROW:	USFS Land <input type="checkbox"/>	Easement <input type="checkbox"/>			
USFS Road Restriction:	Unrestricted <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>	Seasonal Restrictions		
Law Enforcement:	County <input checked="" type="checkbox"/>	USFS <input type="checkbox"/>			
Road Maintenance & Signing Responsibility:	All County <input checked="" type="checkbox"/>	All USFS <input type="checkbox"/>	Joint <input type="checkbox"/>		

Activity Standard	Maintenance Responsibility		Frequency Per Year	Notes
	USFS	County		
Surface Blading	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Surfacing Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Surface Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Vegetation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Clean and Reshape Ditches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Culvert Replacement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	USFS may play a role in future drainage structure needs by authority of specific Project Agreements.
Major Drainage Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Miscellaneous Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Repair and Installation of Warning & Regulatory Signs	<input type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	<input checked="" type="checkbox"/> FS ROW	<input checked="" type="checkbox"/> CO ROW	As Needed	
Bridge: Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2 years	
Posting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Snow Plowing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Needed	
Maintain Closure Facility	<input type="checkbox"/>	<input type="checkbox"/>		

REMARKS: This is a county road with county maintenance. Frequency/Scope of maintenance to be determined by Gunnison County Road and Bridge. Agreements for specific USFS maintenance assistance may be facilitated on an as-needed basis.
Road is maintained by Gunnison County in winter from Marble City Limits west for 0.7 miles



White River National Forest,
Sopris Ranger District
and
Gunnison County, State of Colorado

Schedule A - Road Summary: Exhibit A

Agreement #: 21-RO-11021500-014

Sheet #	Road Name	Road Number		Termini	Length (Miles)	County ROW			USFS ROW		USFS Road Restriction		Law Enforcement		Road Maint & Signing Responsibility			
		FS	CO			Owned	Easement	Claimed	USFS Land	Easement	Unrestricted	Restricted	County	USFS	All County	All USFS	Joint	Maint Level
		* 1/																
2	Paradise Basin	317	734	Forest Boundary to Intersection with WRNF 314/GCR 317	2.50				X			X	X			X	2	
3	Emerald Lake	314	317	Forest Boundary NW to Intersection with WRNF 317/GCR734	0.12				X			X	X			X	2	
4	Crystal River Segment 1	314	317	Intersection WRNF 317 (GCR 734) NW to South Schofield Town Site	1.50				X			X	X			X	2	
5	Crystal River Segment 2	314	317	South Schofield Townsite to North Schofield Townsite	0.70	X					X					X	2	
6	Crystal River Segment 3	314	317	North Schofield Townsite to Schofield Parking Lot	0.50				X			X	X			X	2	
7	Crystal River Segment 4	314	n/a	Schofield Parking Lot to Intersection with WRNF 315 East	1.50				X			X	X			X	2	
8	Crystal River Segment 5	314	n/a	Intersection WRNF 315 E to Crystal Townsite	0.80			U	U		X					X	2	
9	Crystal River Segment 6	314	n/a	Crystal Townsite to Intersection with WRNF 315 West	3.00				X		X					X	2	
10	Crystal River Segment 7	314	3	Intersection WRNF 315 West to Marble City Limits	1.50	X					X			X			3	
Total Mileage					12.12													

* 1/ County has jurisdiction for law enforcement and authority to control and regulate use.

* 2/ USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdictions.

* 3/ Applicable only to roads or road segments with USFS ROW or ownership. Includes seasonal closures.

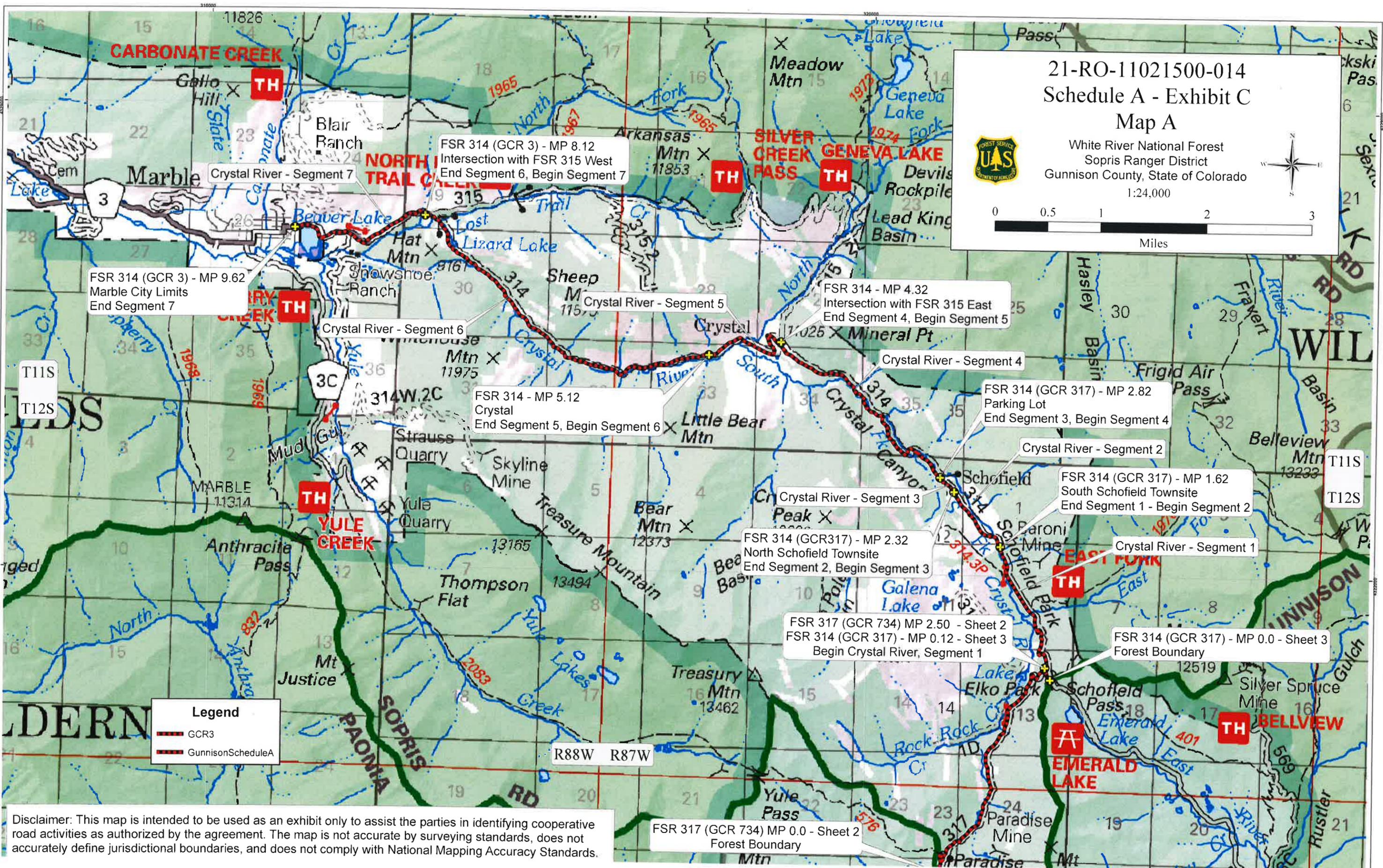
* 4/ County enforces on all joint system roads. USFS alone enforces rules in addition to State laws.

A "U" designation indicates an undetermined status for the item in question.

A "P" designation indicates a pending status for the item in question. Ongoing research and/or dialogue is being conducted with regards to the affected item.

Above items and those listed in Exhibit B that are not designated have not been verified as of the date of signing, therefore, no formal agreement will exist for the execution of these duties beyond the date of signing.

All activity frequencies not specified in Exhibit B shall be performed on an "as needed" basis.



21-RO-11021500-014
 Schedule A - Exhibit C
 Map A



White River National Forest
 Sopris Ranger District
 Gunnison County, State of Colorado
 1:24,000



FSR 314 (GCR 3) - MP 9.62
 Marble City Limits
 End Segment 7

FSR 314 (GCR 3) - MP 8.12
 Intersection with FSR 315 West
 End Segment 6, Begin Segment 7

FSR 314 - MP 4.32
 Intersection with FSR 315 East
 End Segment 4, Begin Segment 5

FSR 314 - MP 5.12
 Crystal
 End Segment 5, Begin Segment 6

FSR 314 (GCR 317) - MP 2.82
 Parking Lot
 End Segment 3, Begin Segment 4

FSR 314 (GCR 317) - MP 1.62
 South Schofield Townsite
 End Segment 1 - Begin Segment 2

FSR 314 (GCR317) - MP 2.32
 North Schofield Townsite
 End Segment 2, Begin Segment 3

FSR 317 (GCR 734) MP 2.50 - Sheet 2
 FSR 314 (GCR 317) - MP 0.12 - Sheet 3
 Begin Crystal River, Segment 1

FSR 314 (GCR 317) - MP 0.0 - Sheet 3
 Forest Boundary

FSR 317 (GCR 734) MP 0.0 - Sheet 2
 Forest Boundary

Legend

- GCR3
- GunnisonScheduleA

Disclaimer: This map is intended to be used as an exhibit only to assist the parties in identifying cooperative road activities as authorized by the agreement. The map is not accurate by surveying standards, does not accurately define jurisdictional boundaries, and does not comply with National Mapping Accuracy Standards.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Street Vacation, LaVeta Addition t

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Chris Romero has submitted a request to vacate portions of certain streets and alleys in the LaVeta Addition near Pitkin

Fiscal Impact: Fees will be paid

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed application and all appears legally sufficient. CAO notes the GCEA issue must be resolved prior to recording and flags that a minor scrivener's error in public notice which listed Lots 1-4 of Block 31 instead of Block 32. All other legal descriptions accurate and this minor error not sufficiently material to require re-noticing to the public. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/27/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 20

Agenda Date: 6/1/2021

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING REGARDING PETITION TO
VACATE CERTAIN STREETS AND ALLEYS
IN THE LAVETA ADDITION TO THE TOWN OF PITKIN,
COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Chris Romero to vacate certain streets and alleys in the LaVeta Addition to the Town of Pitkin, Colorado. The portion of the streets and alleys that the petitioner seeks to have vacated is described as follows:

The streets and alleys adjacent to Lots 1-32, Block 24, Lots 1-4, Block 31 and Lots 1-4, Block 33, Laveta Addition to the Town of Pitkin, County of Gunnison, State of Colorado. The public hearing will be held on **June 1, 2021, at 8:50 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend via zoom.

/s/ Marlene Crosby
Public Works Director

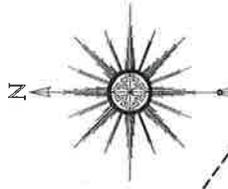
Gunnison Country Times: Publish as a Legal Notice for the weeks of 5/17/21 and 5/24/21.

Complete Legal Description

That certain portion of Summit Street adjacent to Lots 1 through 16, Block 24 and Lots 1 and 2, Block 33, inclusive and Park Street adjacent to Lots 17 through 32, Block 24 and Lots 3 and 4, Block 33 and Lots 1 and 2, Block 32, inclusive and Center Street adjacent to Lots 3 and 4, Block 32, inclusive and 7th Avenue adjacent to Lot 1 and 32, Block 24 and Lots 2 and 3, Block 33 and Lots 2 and 3, Block 32, inclusive AND the alley adjacent to Lots 1 through 32, Block 24, inclusive, and Lots 1 through 4, Block 33, inclusive, and the alley adjacent to Lots 1 through 4, Block 32, inclusive, lying within the LaVeta Addition to the Town of Pitkin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 7, 2020, bearing Reception No: 670075.

LAVETA ADDITION TO THE TOWN OF PITKIN

BLOCKS 23, 24, 25, 31, 32, 33
SITUATED IN SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 EAST,
NEW MEXICO PRICIPLE MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO



LOTS 1-4, BLK 33
LAVETA PLACER #542727
PARCEL #3691-091-01-001

LOT 18 SEC 9
PARCEL #3691-091-00-001

LOTS 1-4, BLK 32
LAVETA PLACER #542727
PARCEL #3691-091-13-001

LOTS 1-4, BLK 31
#477145
LAVETA PLACER
PARCEL
#3691-091-14-001

LOTS 1-16 & 21-32, BLK 25
LAVETA PLACER
PARCEL #3691-091-12-001

LOTS 1-32, BLK 24
LAVETA PLACER #542727
PARCEL #3691-091-02-001

LOTS 1-32, BLK 23
LAVETA PLACER #542820
PARCEL #3691-091-03-001

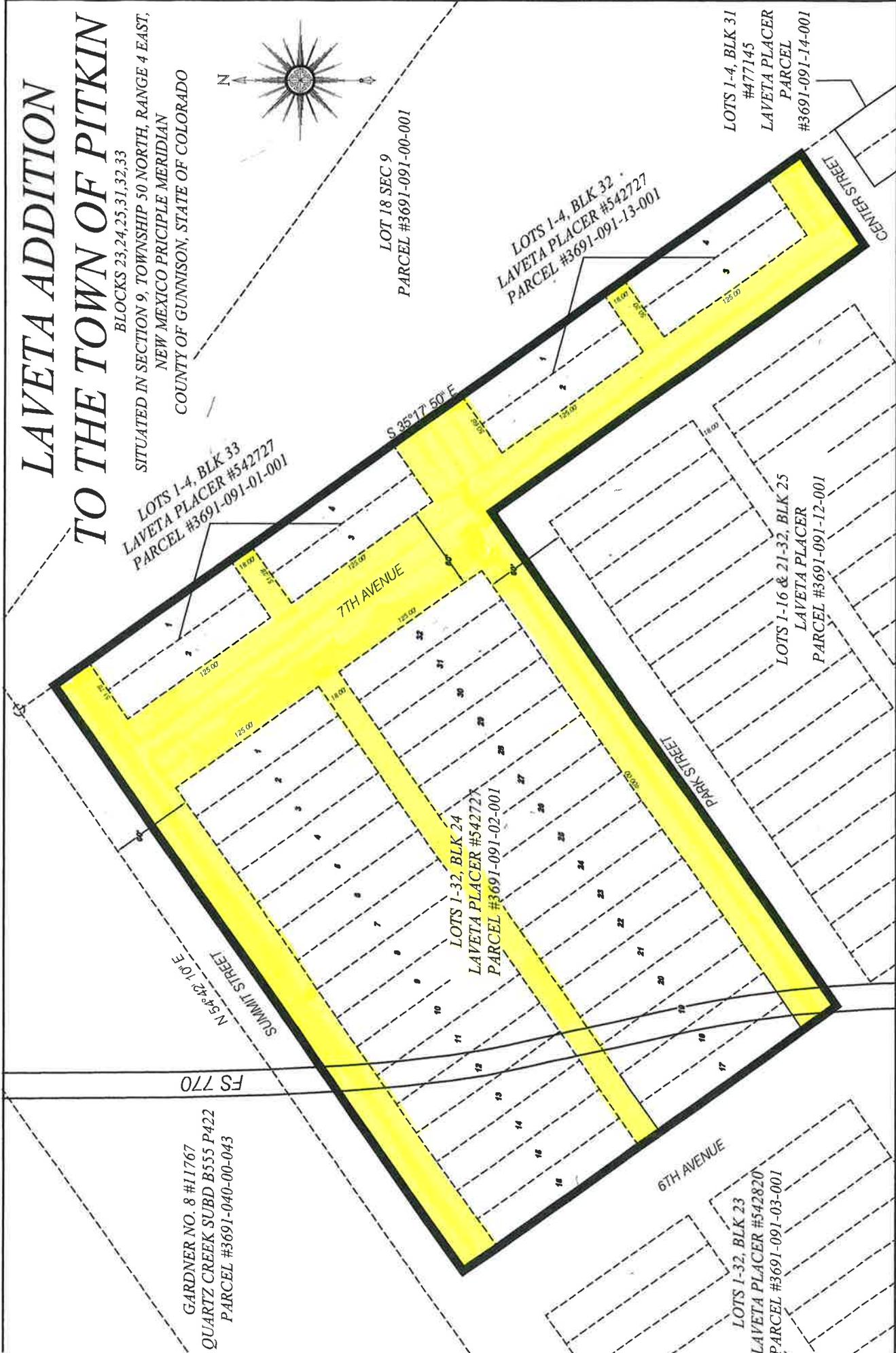
GARDNER NO. 8 #11767
QUARTZ CREEK SUBD B555 P422
PARCEL #3691-040-00-043

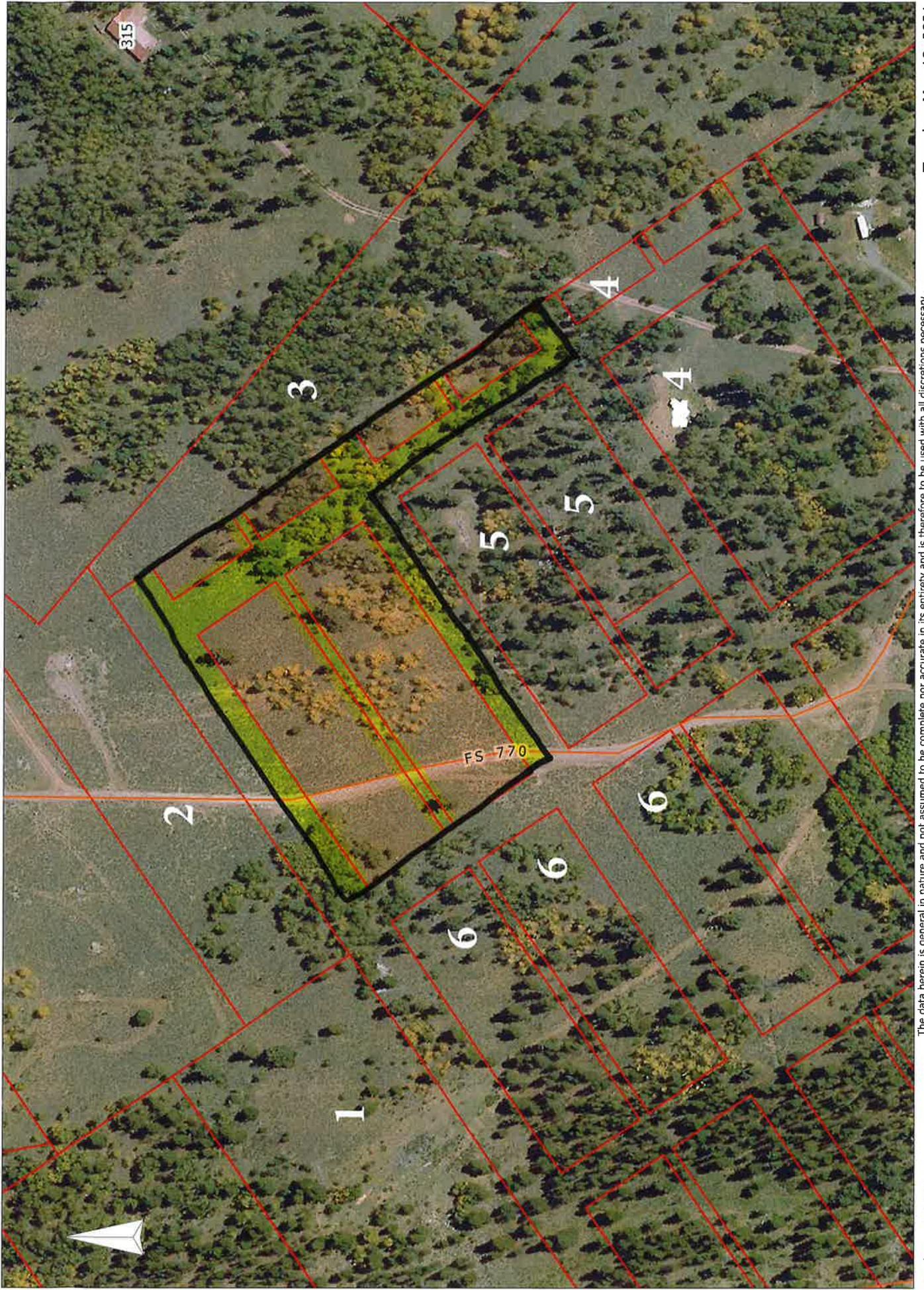
LEGAL DESCRIPTION OF LOT CLUSTER:

LOTS 1-32, BLK 24; LAVETA PLACER #542727; PARCEL #3691-091-02-001
LOTS 1-4, BLK 33; LAVETA PLACER #542727; PARCEL #3691-091-01-001
LOTS 1-4, BLK 32; LAVETA PLACER #542727; PARCEL #3691-091-13-001

OWNER: CHRISTOPHER & FAWN ROMERO

LAVETA PLACER ADDITION TO PITKIN PLAT WAS RECORDED MAY, 4TH 1964
REC.# 258799





Scale = 1:2000

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Tuesday, May 18, 2021

1. GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

2. LARRY and CAROLYN LINK
1214 S SUMMIT DR
HOLTS SUMMIT, MO 65043-1420

3. OWEN SHERON M JELINEK LIVING TRUST
2622 S KINGSTON CT
AURORA, CO 80014-1723

4. ROBERT and BETTY NORTON
828 N 192 RD
BUFFALO, OK 73834-8815

5. RANDALL and CONNI TETER
7700 W WARREN ST
WICHITA, KS 67212-3024

6. KELLEY and RICHARD RIBBENS
CHRISTINA and JANET RIBBENS
21473 MYERS RD
ECKERT, CO 81418-4212

Chris Romero

P.O Box 924, CO 81230 | (970) 209-5829 | customizedelectricalinc@gmail.com

April 22, 2021

Gunnison County

Public Works

Dear Gunnison County:

I am writing to formally request vacate of streets and ally's as shown in attached map and survey for property Lots 1-4 BLK 33 Laveta Placer #542727, Lots 1-32 BLK 24 Laveta Placer #542727, Lots 1-4 BLK 32 Laveta Placer #542727. The address of 500 Forest Service Road 770, Pitkin, CO 81241.

I will be available for any additional information so please don't hesitate to contact me at (970) 209-5829 or by email. Thank you again for your time and consideration through the vacate process and look forward to working with you.

Sincerely,

Chris Romero

EXHIBIT "A"
LEGAL DESCRIPTION

Six parcels of land within LaVeta Placer, Mineral Survey No. 6303, County of Gunnison, State of Colorado, more particularly described as follows:

Parcel 1:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point from which the NE corner of Section 9 bears N80°36'31"E 1009.06 feet;
Thence S35°17'50"E 125.00 feet;
Thence S54°42'10"W 400.00 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 400.00 feet to the point of beginning.

Parcel 2:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point from which the NE corner of Section 9 bears N65°40'03"E 924.54 feet;
Thence S54°42'10"W 400.00 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 400.00 feet;
Thence S35°17'50"E 125.00 feet to the point of beginning.

Parcel 3:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N83°41'05"E 909.85 feet;
Thence along said East line S35°06'21"E 125.00 feet;
Thence S54°42'10"W 51.33 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 51.75 feet to the point of beginning.

Parcel 4:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N67°08'54"E 815.97 feet;
Thence S54°42'10"W 50.86 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 51.28 feet;
Thence along said East line S35°06'21"E 125.00 feet to the point of beginning.

Parcel 5:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N62°58'24" 805.38 feet;
Thence along said East line S35°06'21"E 125.00 feet;
Thence S54°42'10"W 50.25 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 50.66 feet to the point of beginning.

Parcel 6:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N44°06'53"E 811.70 feet;
Thence S54°42'10"W 49.78 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 50.20 feet;
Thence along said East line S35°06'21"E 125.00 feet to the point of beginning.

LAVETA ADDITION TO THE TOWN OF PITKIN

BLOCKS 23, 24, 25, 31, 32, 33
SITUATED IN SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 EAST,
NEW MEXICO PRINCIPLE MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO

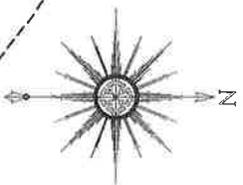
GARDNER NO. 8 #11767
QUARTZ CREEK SUBD B555 P422
PARCEL #3691-040-00-043

FS 770

N 54°42' 10" E
SUMMIT STREET

LOT 18 SEC 9
PARCEL #3691-091-00-001

LOTS 1-4, BLK 33
LAVETA PLACER #542727
PARCEL #3691-091-01-001



LOT 18 SEC 9
PARCEL #3691-091-00-001

S 35°17' 50" E

LOTS 1-4, BLK 32
LAVETA PLACER #542727
PARCEL #3691-091-13-001

LOTS 1-4, BLK 31
#477145
LAVETA PLACER
PARCEL
#3691-091-14-001

LOTS 1-16 & 21-32, BLK 25
LAVETA PLACER
PARCEL #3691-091-12-001

LOTS 1-32, BLK 24
LAVETA PLACER #542727
PARCEL #3691-091-02-001

LOTS 1-32, BLK 23
LAVETA PLACER #542820
PARCEL #3691-091-03-001

6TH AVENUE

PARK STREET

7TH AVENUE

CENTER STREET

OWNER: CHRISTOPHER & FAWN ROMERO

LAVETA PLACER ADDITION TO PITKIN PLAT WAS RECORDED MAY, 4TH 1964
REC.# 258799

LEGAL DESCRIPTION OF LOT CLUSTER:

LOTS 1-32, BLK 24; LAVETA PLACER #542727; PARCEL #3691-091-02-001
LOTS 1-4, BLK 33; LAVETA PLACER #542727; PARCEL #3691-091-01-001
LOTS 1-4, BLK 32; LAVETA PLACER #542727; PARCEL #3691-091-13-001



FS 770

Larry Bryan Link
Careya L. Link
Forest Service Rd 770, Quartz Creek Area, Pitkin
Mailing address: 124 S. Summit Drive MD 620631420

Randall N Teer
Conn J Teer
Parcel 35910912001
Mailing address: 7700W Warren St Wichita, KS 672123024

Robert Norton
Betsy Norton
Parcel #859115002
Mailing address: 828 N 152 Rd Buffalo OK 73018515

301



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-_____

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEYS LYING
WITHIN THE LAVETA ADDITION TO THE
TOWN OF PITKIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate certain portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, County of Gunnison, State of Colorado described as follows:

Those certain portions of Summit Street, 7th Avenue, Park Street and Center Street and alleys adjacent to Lots 1 through 32, inclusive, Block 24 and Lots 1 through 4, inclusive, Block 33, and Lots 1 through 4, inclusive, Block 32, lying within the LaVeta Addition to the Towns of Pitkin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 7, 2020, bearing Reception No: 670075; and

WHEREAS, the vacation of the above described portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portions of streets and alleys lying within the LaVeta Addition to the Town of Pitkin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

That certain portion of Summit Street adjacent to Lots 1 thorough 16, Block 24 and Lots 1 and 2, Block 33, inclusive and Park Street adjacent to Lots 17 through 32, Block 24 and

Lots 3 and 4, Block 33 and Lots 1 and 2, Block 32, inclusive and Center Street adjacent to Lots 3 and 4, Block 32, inclusive and 7th Avenue adjacent to Lot 1 and 32, Block 24 and Lots 2 and 3, Block 33 and Lots 2 and 3, Block 32, inclusive AND the alley adjacent to Lots 1 through 32, Block 24, inclusive, and Lots 1 through 4, Block 33, inclusive, and the alley adjacent to Lots 1 through 4, Block 32, inclusive, lying within the LaVeta Addition to the Town of Pitkin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on October 7, 2020, bearing Reception No: 670075.

It is the specific intent of the Board that the vacation of the above described portions of streets and alleys lying within the LaVeta Addition of the Town of Pitkin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. The Lot Cluster Agreement executed by Gunnison County and the owner(s) of the respective adjacent property clustering said property and the above described portion of alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado; and
2. This Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Lots 1-4, Block 32, lots 1-4, Block 33, lots 1-32, Block 24, La Veta Addition

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/14/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/1/2021



May 13, 2021

RE: Lot Cluster La Veta Placer

Christopher M. and Fawn Romero have applied to cluster lots in La Veta Placer

Lots 1 through 4, Block 32, Lots 1 through 4, Block 33, and Lots 1 through 32, block 24, LaVeta Addition to the Town of Pitkin. AKA the metes and bounds description found on the warranty deed.

- The County Attorney office, Community Development Director have reviewed and approved the application.
- There is no HOA, and no utilities
- The taxes are current
- There are no liens on the properties

You may view the file using:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

Click on project

Search by application number **LUC-21-00025**

Click on the file

Click on Attachment and View

If you have any questions, please call.

Thanks,

Beth Baker

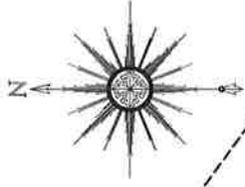
Manager of Administrative Services

Gunnison County Community and Economic Development

970-641-7932

LAVETA ADDITION TO THE TOWN OF PITKIN

BLOCKS 23, 24, 25, 31, 32, 33
SITUATED IN SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 EAST,
NEW MEXICO PRICIPLE MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO



LOT 18 SEC 9
PARCEL #3691-091-00-001

LOTS 1-4, BLK 33
LAVETA PLACER #542727
PARCEL #3691-091-01-001

LOTS 1-4, BLK 32
LAVETA PLACER #542727
PARCEL #3691-091-13-001

LOTS 1-4, BLK 31
#477145
LAVETA PLACER
PARCEL
#3691-091-14-001

LOTS 1-16 & 21-32, BLK 25
LAVETA PLACER
PARCEL #3691-091-12-001

LOTS 1-32, BLK 24
LAVETA PLACER #542727
PARCEL #3691-091-02-001

LOTS 1-32, BLK 23
LAVETA PLACER #542820
PARCEL #3691-091-03-001

GARDNER NO. 8 #11767
QUARTZ CREEK SUBD B555 P422
PARCEL #3691-040-00-043

FS 770
SUMMIT STREET
N 5°42' 10" E

7TH AVENUE

6TH AVENUE

PARK STREET

CENTER STREET

LEGAL DESCRIPTION OF LOT CLUSTER:
LOTS 1-32, BLK 24; LAVETA PLACER #542727; PARCEL #3691-091-02-001
LOTS 1-4, BLK 33; LAVETA PLACER #542727; PARCEL #3691-091-01-001
LOTS 1-4, BLK 32; LAVETA PLACER #542727; PARCEL #3691-091-13-001

OWNER: CHRISTOPHER & FAWN ROMERO

LAVETA PLACER ADDITION TO PITKIN PLAT WAS RECORDED MAY, 4TH 1964
REC.# 258799



Thursday, July 30, 2020

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Scale = 1:2300



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Christopher Romero Fawn Romero
(Owner) (Owner)

(Owner) (Owner)

RECITALS:

Legal Description: Complete – please attach if too long

See attached

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

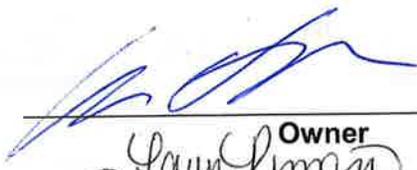
- 2. This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution.
- 2. This Lot Cluster Agreement and Declaration does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 4-23-21
 Date: 4/23/21
 Date: _____
 Date: _____



 Owner

 Owner

 Owner

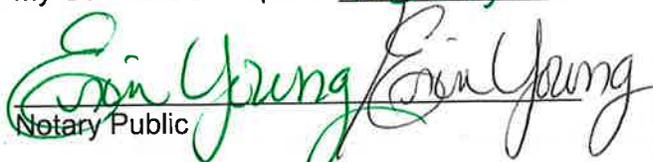
 Mortgage or Lien Holder

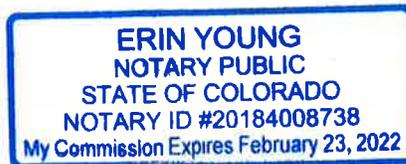
STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 23rd day of April 2021
 by Fawn & Chris Romero (Owner/s).
Fawn & Christopher M Romero 

Witness my hand and official seal.

My Commission expires: Feb 23, 2022


 Notary Public



Address: 303 N. Main St
Gunnison, CO 81230

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address:

Date: _____

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

LEGAL DESCRIPTION

Six parcels of land within LaVeta Placer, Mineral Survey No. 6303, County of Gunnison, State of Colorado, more particularly described as follows:

Parcel 1:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point from which the NE corner of Section 9 bears N80°36'31"E 1009.06 feet;
Thence S35°17'50"E 125.00 feet;
Thence S54°42'10"W 400.00 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 400.00 feet to the point of beginning.

Parcel 2:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point from which the NE corner of Section 9 bears N65°40'03"E 924.54 feet;
Thence S54°42'10"W 400.00 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 400.00 feet;
Thence S35°17'50"E 125.00 feet to the point of beginning.

Parcel 3:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N83°41'05"E 909.85 feet;
Thence along said East line S35°06'21"E 125.00 feet;
Thence S54°42'10"W 51.33 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 51.75 feet to the point of beginning.

Parcel 4:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N67°08'54"E 815.97 feet;
Thence S54°42'10"W 50.86 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 51.28 feet;
Thence along said East line S35°06'21"E 125.00 feet to the point of beginning.

Parcel 5:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N62°58'24" 805.38 feet;
Thence along said East line S35°06'21"E 125.00 feet;
Thence S54°42'10"W 50.25 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 50.66 feet to the point of beginning.

Parcel 6:

A parcel of land situated within Section 9, Township 50 North, Range 4 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. Better described as beginning at a point on the East line of the Laveta Placer Mineral Survey No. 6303 from which the NE corner of Section 9 bears N44°06'53"E 811.70 feet;
Thence S54°42'10"W 49.78 feet;
Thence N35°17'50"W 125.00 feet;
Thence N54°42'10"E 50.20 feet;
Thence along said East line S35°06'21"E 125.00 feet to the point of beginning.

Legal Description Also Known As;

As noted in the Quiet Title Decree, dated January 14, 2021 and recorded January 20, 2021 in the Gunnison County Clerk and Recorders records at reception number 672952.

The Property has been referred to in certain instruments as -

Lots 1 through 4, Block 32, Lots 1 through 4, Block 33 and Lots 1 through 32, Block 24, La Veta Addition the Town of Pitkin, pursuant to the plat recorded under Reception no. 258799, May 4, 1964, County of Gunnison, State of Colorado (the "La Veta Addition Map").

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution: A Resolution Opposing the Proposed Bal

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached resolution.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed - no legal commissioners. ASFR

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 5/27/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/28/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 5 minutes

Agenda Date: 6/1/2021

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2021-___**

**A RESOLUTION OPPOSING THE PROPOSED BALLOT INITIATIVE 16
“PROTECT ANIMALS FROM UNNECESSARY SUFFERING AND EXPLOITATION”
(PAUSE) ACT**

WHEREAS, on March 17, 2021, a citizens’ initiative entitled “Protect Animals from Unnecessary Suffering and Exploitation” (PAUSE) was approved by the Title Board of the Colorado Secretary of State for petition to the November 2022 General Election as Initiative 16; and

WHEREAS, Initiative 16 (PAUSE) would criminalize common and accepted veterinary and animal husbandry practices including spaying and neutering, assistance with difficult births, artificial insemination, pregnancy diagnosis, and fertility testing; and

WHEREAS, Initiative 16 (PAUSE) would redefine these common and accepted veterinary and animal husbandry practices as a “sexual act with an animal;” and

WHEREAS, the economic impact to farmers, ranchers, meat cutters, veterinarians, and other related industries would be tremendous and negative; and

WHEREAS, Gunnison County embraces and celebrates our agricultural heritage and supports our livestock producers and are confident that our producers take great effort to treat their animals humanely; and

WHEREAS, we can all agree that animal cruelty is unacceptable; yet the consequences of this initiative to pet owners, veterinarians, and agriculture producers should also be unacceptable to our community.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado opposes any version of Initiative 16 (PAUSE) that may be placed on the Colorado ballot.

BE IT FURTHER RESOLVED that the Board urges all citizens of Gunnison County to decline to sign any petition that supports placing Ballot Initiative 16 (PAUSE) on the November 2022 ballot and also encourages all Gunnison County citizens to educate others about the importance of agriculture to the entire State of Colorado and the negative consequences of Ballot Initiative 16 (PAUSE).

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this 1st day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion and Recommendations; Land Use Resolutio

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Discussion of amendments to the LUR regarding Section 13-105: Residential Building Sizes and Lot Coverages

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:

Pursuant to LUR sec. 1-113(B)(1(a), "The Board may initiate an amendment [to the LUR] by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section."
MRH

Reviewed by:

Discharge Date: 5/27/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/27/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 6/1/2021



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development
To: Board of County Commissioners
Date: May 27, 2021
Re: Land Use Resolution Amendments

The Board has asked for information and recommendations on amendments to the Gunnison County *Land Use Resolution* (LUR) that may address recent public concern related to maximum residential size limitations.

Currently, Section 13-105: *Residential Building Sizes and Lot Coverages* states that “no building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 10,000 sq. ft. (and a secondary residence no larger than 2,500 sq. ft.) and the aggregate of all structures shall not exceed 12,500 sq. ft.”

When the Gunnison County *Land Use Resolution* was adopted in January 2001 the residential building size maximums in Section 13-105 allowed for a maximum residential building size of 5,000 square feet and an aggregate square footage of 7,500 square feet. At that time there was no specific limitation on the size of a detached secondary residence.

In 2003, an amendment process was initiated by the Citizens for Economic Revitalization which included a proposed amendment to increase the residential size maximums. Resolution No. 55, Series 2003 (recorded at Reception No. 536057) was approved by the then Board of County Commissioners. The amendment (attached) increased the residential size limitations to allow for a maximum of 9,000 square feet for one residence and a maximum of an additional 1,000 square feet of attached garage. The aggregate square footage maximum was increased to 12,500 square feet.

In 2007, the Planning Department and Planning Commission initiated an amendment to the LUR to revise Section 13-105 again. Resolution No. 36, Series 2007 is attached and recorded at Reception No. 579657. The amendment allowed a maximum residential building size of 10,000 square feet with no differentiation between what could be residential living space or attached garage space. This amendment allowed an applicant to have any configuration of residential/garage space within that 10,000 square foot maximum. Staff had found at the time that some applicants desired to build, for example, an 8,000 square foot house and a 1,500 square foot garage. The overall impact of the structure was expected to be same regardless of how the square footage was delineated within the individual structure.

Based on current feedback from the community regarding the large size of residential structures the Board has

asked staff to attend the BOCC meeting to discuss amending the LUR and reducing the maximum residential square footage allowances.

Currently, per Section 13-105: G. Impact Classification and Required Findings for Coverage Exceeding Standard, requires that an applicant proposing a residential structure(s) in excess of the maximum size allowance apply for a Minor Impact Land Use Change permit. A Minor Impact project is reviewed and decided upon by the Gunnison County Planning Commission and includes a required public hearing.

At the March 26, 2021 joint meeting of the Board of Commissioners and Planning Commission, staff was directed to begin developing a special geographic area recommendation in corridor areas of Highway 135 and possibly Highway 50 that reflects the values of the community including preservation of agricultural lands, open space, limitation of sprawl and investment in sustaining and growing vibrant, resilient communities. This approach also aligns with the Board's Strategic Plan goals related to climate change. Staff has begun work on those recommendations and in collaboration with the Towns of Crested Butte and Mt. Crested Butte intends to align that process with both Towns comprehensive plan updates that are expected in late 2021 and 2022.

Section 1-113: *Amending this Land Use Resolution* describes the LUR amendment process:

2. SUBMITTAL OF DRAFT AMENDMENT LANGUAGE. Any initiative or application for amendment shall be submitted to the Community Development Department, and at a minimum shall include the following:
 - a. IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED. The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and telephone number.
 - b. PRECISE WORDING. The precise wording of the proposed amendment, and the language of the article, division and/or section that it will change.
 - c. RATIONALE FOR PROPOSED AMENDMENT. A concise statement of the purpose and need for the proposed amendment.
3. COMMUNITY DEVELOPMENT DEPARTMENT REVIEW. The Community Development Department shall review the application for completeness pursuant to Section 1-113: B. 2: Submittal of Draft Amendment Language, and compliance with Section 1-113: C. Review Standards.
4. PLANNING COMMISSION REVIEW. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of Section 1-113: C. Review Standards, and shall make a recommendation to the Board to approve, approve with modifications, table for further study, or deny the proposed amendment.
5. BOARD PUBLIC HEARING. The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application, and a copy of the Community Development Department Review. The Board shall conduct a public hearing pursuant to Sections 3-112: Notice of Public Hearing, and 3-113: Conduct of Public Hearing.
6. BOARD REVIEW AND ACTION. The Board shall consider the application, any relevant support materials, the Community Development Department's report, the Planning Commission's recommendation, the public testimony

and evidence given at the public hearing, and compliance of the application with Section 1- 113: C: Review Standards. Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, table for further study or deny the amendments. Such resolution shall include findings that address the review standards in Section 1-113: C: Review Standards.

C. REVIEW STANDARDS. The decision to amend the text of this Resolution is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:

1. CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY.

Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;

2. CHANGED CONDITIONS. Changed conditions, including the economy of Gunnison County;

3. EFFECT ON THE NATURAL ENVIRONMENT. Effect of the proposed amendment on the natural environment;

4. COMMUNITY NEEDS. Community needs;

5. DEVELOPMENT PATTERN. Development pattern;

6. CHANGES IN APPLICABLE LAW. Changes in applicable law;

7. PUBLIC HEALTH, SAFETY AND WELFARE. Public health, safety and welfare;

8. COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. Compliance with any applicable intergovernmental agreements adopted by Gunnison County.



536057

Page: 1 of 7
10/23/2003 03:15P
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**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 55 SERIES 2003**

**A RESOLUTION AMENDING SECTIONS OF
THE GUNNISON COUNTY LAND USE RESOLUTION RELATED TO
THE ALLOWABLE SIZES OF HOUSES AND OPPORTUNITY FOR CERTAIN SECONDARY
RESIDENCES ON SELECT PARCELS**

WHEREAS, pursuant to the *Gunnison County Land Use Resolution*, Section 1-113, there is a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Gunnison County Land Use Resolution*, and

WHEREAS, the amendment process has been initiated by the Citizens for Economic Revitalization regarding certain sections of the *Resolution*; and,

WHEREAS, pursuant to Section 1-113, the Planning Department and Planning Commission have completed the review of the proposed amendments as required by the *Resolution*; and

WHEREAS, the Planning Commission on July 6, 2003 forwarded a written recommendation to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on the matter, and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendment with any comprehensive plan that may be adopted by Gunnison County;
- Changed conditions, including the economy of Gunnison County;
- Effect of the proposed amendment on the natural environment;
- Community needs;
- Development pattern;
- Changes in applicable law;
- Public health, safety and welfare; and
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

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

The Board adopts the following amendments concerning changes to sections affecting allowable sizes of houses and opportunity for certain secondary residences on select parcels in the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A.

The underlined text is new and the lined through text is deleted.



536057

Page: 2 of 7
10/23/2003 03:15P
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INTRODUCED by Commissioner Anderson, seconded by Commissioner Field, and passed on this 22nd day of October, 2003.

BOARD OF COUNTY COMMISSIONERS

Fred Field

Fred Field,
Chairperson

Opposed by Jim Starr

Jim Starr,
Commissioner

Perry Anderson

Perry Anderson,
Commissioner

ATTEST:

Kelly Balch, Deputy Clerk

Gunnison County Clerk and Recorder





"EXHIBIT A"

SECTION	AMENDMENT
HOUSE SIZE AND SECONDARY RESIDENCES	
Table 4-2, <i>Classification of Project Impact</i>	<p>In the "Administrative Review project" column change the following paragraphs to:</p> <ul style="list-style-type: none"> • One residence of <u>9,000</u> 5,000 sq. ft. or less, <u>which does not include in the calculation of square footage, a maximum of 1,000 sq. ft. of an attached garage</u> • <u>An integrated secondary residence 1,200 sq. ft. or less, within a primary residence, located on a tract of land 35-acres or larger, when the tract was created after the effective date of this Resolution</u> • <u>A detached secondary residence of 2,500 sq. ft. or less, located on a legal lot less than 35-acres</u> • <u>A detached secondary residence of 3,500 sq. ft or less, located on a tract of land 35-acres or larger</u> • <u>An aggregate square footage less than of more than 750 sq. ft. but less than 12,500</u> 7,500 sq. ft. of all structures on one parcel <p style="text-align: center;">*****</p> <p>In the "Minor Impact project" column, change the following paragraphs to:</p> <ul style="list-style-type: none"> • One residence of more than 9,000 or larger 5,000-7,500 sq. ft., <u>which does not include in the calculation of square footage, a maximum of 1,000 sq. ft. of an attached garage</u> • An aggregate square footage of <u>12,500</u> or larger 7,500-10,000 sq. ft. of all structures on one parcel, <u>wherein the primary residence is no larger than 9,000 sq. ft. and the attached garage is no larger than 1,000 sq. ft.</u> <p>And add the following:</p> <ul style="list-style-type: none"> • <u>An integrated secondary residence 1,200 sq. ft. or larger, within a primary residence located on a tract of land 35-acres or larger, when the tract was created after the effective date of this Resolution</u> • <u>A detached secondary residence of 2,500 sq. ft. or larger, located on a legal lot less than 35-acres</u> • <u>A detached secondary residence of 3,500 sq. ft. or larger, located on a tract of land 35-acres or larger</u> • <u>More than one primary and one secondary residence on one parcel</u> <p style="text-align: center;">*****</p> <p>In the "Major Impact project" column, change the following paragraphs to:</p> <ul style="list-style-type: none"> • One residence larger than 7,500 sq. ft. • An aggregate square footage of more than 10,000 sq. ft. of all structures on one parcel



<p>Section 4-202: <i>Projects Classified As Administrative Review Projects That Do Not Require Land Use Change Permits</i></p>	<p>A. EXEMPTED PRIMARY RESIDENCE SMALLER THAN 5,000-9,000 SQUARE FEET. A primary residence smaller than <u>5,000 9,000</u> square feet <u>which does not include in the calculation of square footage, a maximum of 1,000 sq. ft. of an attached garage,</u> and which is exempted by Section 1-106: <i>Partially Exempted Land Use Changes.</i></p>
<p>Section 4-302: <i>Projects Classified As Administrative Review Projects That Require Land Use Change Permits</i></p>	<p>Change the following paragraphs to:</p> <p>Change paragraphs A., B. and N. to:</p> <p>A. PRIMARY RESIDENCE. The development of a primary residence within an existing platted subdivision, and smaller than <u>5,000 9,000</u> square feet, <u>which does not include in the calculation of square footage, a maximum of 1,000 sq. ft. of an attached garage,</u> pursuant to Section 1-106: <i>Partially Exempted Land Use Changes.</i></p> <p>B. AGGREGATE SQUARE FOOTAGE LESS THAN 12,500 7,500. The aggregate square footage of structures on one parcel of less than <u>12,500 7,500</u> square feet, excluding those structures allowed in Section 3-101: E: <i>Structures and Uses Allowed on Residential Property Without a Land Use Change Permit.</i> <u>The aggregate square footage of residential living area (including primary, secondary, attached or detached residences) on one parcel shall not exceed 9,000 square feet. The aggregate of attached garages shall not exceed 1,000 square feet.</u></p> <p>N. AGGREGATE SQUARE FOOTAGE OF MORE THAN 750, LESS THAN 7,500 12,500 SQ. FT. On one parcel, an aggregate square footage of structures totaling more than 750, but less than <u>7,500 12,500</u> square feet, excluding those structures allowed in Section 3-101: D. <i>Secondary Structures and Uses Allowed Only After Issuance of Primary Residence Building Permit But Without a Land Use Change Permit.</i> <u>The aggregate square footage of residential living area (including primary, secondary, attached or detached residences) on one parcel shall not exceed 9,000 square feet. The aggregate of attached garages shall not exceed 1,000 square feet.</u></p> <p>And add the following:</p> <p>R. <u>An integrated secondary residence no larger than 1,200 sq. ft. within, or detached from, a primary residence located on a 35-acre tract, when the tract was created after the effective date of this Resolution.</u></p> <p>S. <u>A detached secondary residence of 2,500 sq. ft. or less, located on a legal lot, less than 35-acres</u></p> <p>T. <u>A detached secondary residence of 3,500 sq. ft or less, located on a tract of land 35-acres or larger</u></p>
<p>Section 4-402: <i>Projects Classified as Minor Impact Projects</i></p>	<p>Change the following:</p> <p>D. SINGLE RESIDENCE OF 9,000 5,000-7,500 SQ. FT. One residence of more than <u>9,000</u> square feet, <u>which does not include in the calculation of square footage, a maximum of 1,000 sq. ft. of an attached garage 5,000-7,500 sq. ft.,</u> pursuant to Section 5-405: <i>Building Sizes and Lot Coverages.</i></p>



E. AGGREGATE SQUARE FOOTAGE OF 12,500 OR MORE 7,500-10,000 SQ. FT. An aggregate square footage of 12,500 or more 7,500-10,000 sq. ft. of all structures on one parcel, pursuant to Section 5-405: *Residential Building Sizes and Lot Coverages.*

Add the following:

V. An integrated secondary residence larger than 1,200 sq. ft. within a primary residence located on a parcel of land 35-acres or larger, when the tract was created after the effective date of this Resolution.

W. A secondary, residence not defined as an integrated secondary residence, of more than 2,500 sq. ft.

Section 5-405: *Residential Building Sizes and Lot Coverages.*

Change paragraph D. to:

D. PARCELS EQUAL TO OR LARGER THAN 6,500 SQUARE FEET.

1. PERCENT OF COVERAGE. In no event shall the aggregate square footage of coverage by structures, on a parcel equal to or larger than 6,500 square feet, exceed forty-five percent of the total area of the parcel, or 4,100 square feet whichever is greater, unless approved pursuant to Section E: *Impact Classification, And Required Findings For Coverage Exceeding Standard.*

2. MAXIMUM BUILDING SIZE. No building on a parcel equal to or larger than 6,500 square feet shall exceed 10,000 (including a primary residence of no larger than 9,000 sq., an attached garage no larger than 1,000 sq. ft., and a secondary residence no larger than 2,500 sq. ft. 5,000 square feet unless:

a. PARCEL 40 ACRES OR APPROVED BY LPIP. The parcel is 40 acres or larger in size, excepting parcels approved pursuant to Section 6-102: *Large Parcel Incentive Process*, or for a single residence on a parcel that is an integral component of a "conservation development"; and

b. USE IS APPROVED BY LAND USE CHANGE PERMIT. Approved pursuant to Section E: *Impact Classification, And Required Findings For Coverage Exceeding Standard.*

3. ADDITIONAL FEE FOR RESIDENCES LARGER THAN 1,000 SQ. FT. A fee shall be included within the overall Land Use Change Permit fee for those residences larger than 1,000 square feet. The amount of the fee shall be included in a schedule of fees vs. square footages identified in an appendix, adopted by the Board, available in the Planning Department.

4. MAXIMUM AGGREGATE SIZE. The aggregate size of all buildings on a parcel shall not exceed 12,500 7,500 square feet unless:

a. **PARCEL LARGER THAN 40 ACRES OR APPROVED BY LPIP.** The parcel is 40 acres or larger in size, excepting smaller parcels approved pursuant to Section 6-102: *Large Parcel Incentive Process*, or parcels that are an integral component of a "conservation development"; and

b. **USE IS APPROVED BY LAND USE CHANGE PERMIT.** Is approved pursuant to Section E: *Impact Classification, And Required Findings For Coverage Exceeding Standard*.

4. BUILDING ENVELOPE. The following standards shall be met in the location and use of a building envelope:

a. **STRUCTURES SHALL BE CONFINED IN ENVELOPE.** Except as approved pursuant to Section E: *Impact Classification, And Required Findings For Coverage Exceeding Standard*, all structures on a parcel equal to or larger than 6,500 square feet must be confined in a compact building envelope.

b. **STRUCTURES SHALL SHARE SAME SERVICES.** Except when not practicable or efficient, all structures on a parcel equal to or larger than 6,500 square feet shall:

1. **SEWAGE DISPOSAL.** Share the same individual sewage disposal system;
2. **WATER SUPPLY.** Utilize the same water supply;
3. **SAME DRAINAGE BASIN.** Be sited in the same drainage basin; and
4. **ROAD AND DRIVEWAY.** Be accessed by the same road and driveway.

5. FURTHER SUBDIVISION. Nothing in this Section forbids, or shall be construed to forbid, subdivision of a parcel on which there exists a structure larger than 9,000 ~~5,000~~ square feet or an aggregate of structures larger than 12,500 ~~7,500~~ square feet, except that no subdivision shall be permitted unless the resulting parcel containing the structure exceeding 9,000 ~~5,000~~ square feet, and/or all of the structures exceeding an aggregate of 12,500 ~~7,500~~ square feet is at least 40 acres in size.

E. IMPACT CLASSIFICATION AND REQUIRED FINDINGS FOR COVERAGE EXCEEDING STANDARD. The following shall apply to proposed structures larger than 9,000 ~~5,000~~ square feet and to proposed aggregate structure size greater than 12,500 ~~7,500~~ square feet.

1. MINOR IMPACT PROJECT. An application for a structure larger than between 9,000 square feet, which does not include in the calculation of square footage, a maximum of 1000 sq. ft. of an attached garage 5,000 and 7,500 square feet, or for an



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	<p>aggregate of structures size between 7,500 square feet and 10,000 more than 12,500 square feet, shall be classified and reviewed as a Minor Impact project.</p> <p>2. MAJOR IMPACT PROJECT. An application for a structure larger than 7,500 square feet, or for an aggregate structure size larger than 10,000 square feet or for a percent of coverage exceeding 45 percent of the total area of the parcel, shall be classified and reviewed as a Major Impact project.</p>
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BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 07- 36

A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*
CONCERNING EXTERIOR LIGHTING, AGGREGATE RESIDENCE SIZE, DENSITY OF RESIDENTIAL DEVELOPMENT, AND
REGULATION OF LIGHT INDUSTRIAL USES

WHEREAS, pursuant to the *Gunnison County Land Use Resolution* ("the *Resolution*"), Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Resolution*, and

WHEREAS, pursuant to Section 1-113, the Planning Department and Planning Commission have initiated and completed review of proposed amendments as required by the *Resolution*; and

WHEREAS, the Planning Commission on July 6, 2007 and July 20, 2007 forwarded its written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments October 2, 2007; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County;
- Changed conditions, including the economy of Gunnison County;
- Effect of the proposed amendments on the natural environment;
- Community needs;
- Development pattern;
- Changes in applicable law;
- Public health, safety and welfare; and
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County; and

WHEREAS, testimony at the Board's public hearing noted that the potential lowering of the required minimum residence size as recommended by the Commission may result in unintended consequences concerning the use of "park homes" within the unincorporated county, that there is the likelihood that there will be an increasing request for location of such homes within the county and there currently is no County regulation of those homes; and the Board found it appropriate to table action on such amendment and remand it to the Planning Commission for further review;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments of the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A."

FURTHER, an additional amendment recommended by the Commission July 20, 2007 titled "Reduction in minimum residence size" is hereby tabled and remanded to the Planning Commission for further review, specifically 1) how a change in minimum residence size requirement might affect, and be influenced by, the potential use of park homes in the unincorporated part of the county, and 2) consideration and recommendation concerning regulations of park homes within the *Land Use Resolution*. If the Commission finds it reasonable and appropriate for regulation of park homes to be included within the *Resolution*, the BOCC directs the Commission to include in its recommendation such regulatory language.

INTRODUCED by Commissioner Swenson, seconded by Commissioner Channell and passed on this 16th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS

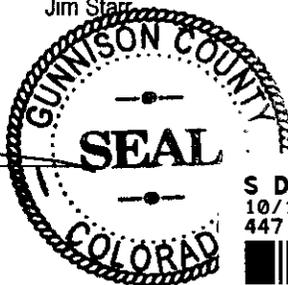

Hap Channell

(Not Present)
Jim Star


Paula Swenson

ATTEST:


Gunnison County Clerk and Recorder
Deputy County Clerk



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"EXHIBIT A"

Changes to Section 1-112: A. 3.:

3. **GUNNISON SAGE-GROUSE LEK AND OCCUPIED HABITAT MAPS.** Gunnison County *Gunnison Sage-grouse Lek Map* maps that depicts private lands located within 0.6 miles of known Gunnison Sage-grouse leks; and the Gunnison County *Gunnison Sage-grouse Occupied Habitat Map* that generally depicts Gunnison Sage-grouse occupied habitat, as currently adopted by the Board.

Changes to exterior lighting requirements, Section 13-114:

The proposed changes do not affect any other part of the section. The accompanying Figure 9 is changed to reflect the amended language.

The following is the proposed amendment to Section 13-114: D. 1., affecting exterior lighting:

D. STANDARDS. Exterior lighting shall meet the following standards:

1. **EXTERIOR LIGHTING FIXTURES SHALL BE FULL CUTOFF/FULLY-SHIELDED, SHIELDED BY ROOF ELEMENT OR EFFECTIVELY RECESSED.** Except as otherwise restricted in this Section, all exterior lighting fixtures, including those used to illuminate roadways, parking lots, walkways and buildings, used for residential, commercial, or industrial purposes shall be of the full cutoff/fully-shielded type or be shielded by a roof element so that there is the effect of a full cutoff/ fully-shielded light fixture. All fixtures that are installed in recessed locations shall maintain this full-cutoff/fully-shielded characteristic.
 - a. ~~UNSHIELDED.~~ A fixture may be unshielded so long as it is mounted so that the maximum center height of the fixture is no higher than ten feet from finished grade, and the bulb or bulbs are frosted, and, in the aggregate, total no greater than 60 watts; or,
 - b. ~~PARTIALLY-SHIELDED.~~ A fixture may be partially shielded, so long as it is mounted no higher than ten feet above the floor level of a doorway, deck, walkway, driveway or the highest finished grade point immediately adjacent to the fixture, except that recessed luminaries are permitted in roof overhangs if located directly over walkways or decks. A partially shielded fixture shall have a bulb or bulbs that are frosted and shall, in the aggregate, total no greater than 60 watts (Figure 9: Shielded and Partially Shielded Fixtures); or
 - c. ~~FULL CUTOFF/ FULLY SHIELDED, OR SHIELDED BY ROOF ELEMENT, WHEN BULB IS GREATER THAN 60 WATTS.~~ A fixture that is a full cutoff/fully shielded type or is shielded by a roof element in such a way that produces the full effect of a full cutoff/ fully shielded light fixture may have a bulb that is greater than 60 watts. All fixtures shall be installed in a recessed manner that maintains this full-cutoff characteristic.

Correction of language regarding aggregate residence size, specifically related to attached garages, Section 4-102.

Related changes would also be made to related tables located in the Appendix of the *Resolution*.

Section 4-102: A.

The following Administrative Review projects require a Building Permit, an Individual Sewage Disposal System Permit, an Access Permit, Reclamation Permit, or other County permit, but shall not require an additional Land Use Change Permit; such projects shall comply with all the other requirements of this *Resolution*:

- A. **EXEMPT PRIMARY RESIDENCE SMALLER THAN 10,000 SQ. FT.** A primary residence smaller than 10,000 sq. ft. that is exempted by Section 1-106: *Partially Exempted Land Use Changes*. The residence may include an attached garage no larger than 1,000 sq. ft., which shall not be calculated in the total square footage allowed for the residence.

Section 5-102: paragraphs A and B:

The following types of projects are classified as Administrative Review projects that require Land Use Change Permits:



- A. **PRIMARY RESIDENCE 9,000-10,000 SQ. FT. OR LESS, IN EXISTING PLATTED SUBDIVISION.** A primary residence smaller than ~~9,000~~ 10,000 sq. ft., located within an existing platted subdivision. The residence may include an attached garage no larger than ~~1,000~~ sq. ft., which shall not be calculated in the total square footage allowed for the residence.
- B. **AGGREGATE RESIDENTIAL SQUARE FOOTAGE LESS THAN 12,500 SQ. FT.** On one parcel The aggregate square footage of structures less than 12,500 sq. ft., (excluding from the calculation horse/hay sheds less than 500 sq. ft., one 120 sq.ft. storage shed, and a private greenhouse), that may include:
 - 1. **RESIDENTIAL LIVING AREA AND ATTACHED GARAGES 9,000 10,000 SQ. FT. OR LESS.** ~~9,000-10,000~~ or less sq. ft. of residential living area (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by Section 9-101: *Uses Secondary to a Primary Residence*) and a garage attached to a residence.
 - 2. ~~ATTACHED GARAGE(S).~~ A garage or garages that together are no larger than 1,000 sq. ft., and that are attached to the primary residence.

Section 6-102: paragraphs A, B, and C:

The following uses shall be classified and reviewed as Minor Impact projects:

- A. **2-4 UNITS.** 2-4 units that are subdivision lots, duplex units, or multiple-family residences, except as allowed pursuant to Section 9-101: D. 2: *Secondary Structures and Uses Classified as Minor Impact Projects.*
- B. **LARGE PARCEL INCENTIVE PROCESS (LPIP) PROJECT.** Large Parcel Incentive Process developments, pursuant to Section 14-102: *Large Parcel Incentive Process.*
- C. **PRIMARY RESIDENCE 9,000 10,000 SQ. FT. OR LARGER.** A primary residence ~~9,000~~ 10,000 sq. ft. or larger. The residence may include an attached garage no larger than ~~1,000~~ sq. ft., which shall not be calculated in the total square footage allowed for the residence, pursuant to Section 13-105: *Residential Building Sizes and Lot Coverages.*

Section 9-101: D. 2. g.:

- g. **TOTAL AGGREGATE RESIDENTIAL LIVING AREA AND ATTACHED GARAGE 9,000-10,000 SQ. FT. OR LARGER.** An aggregate square footage including residential living area ~~9,000~~ 10,000 sq. ft. or larger (one single-family residence, or any combination of a primary single-family residence, an integrated secondary residence, and/or a detached secondary residence allowed by this Section and any attached garage). ~~The square footage of an attached garage is not calculated in this measurement.~~

Section 11-107: C. 2.:

- a. **A PRIMARY RESIDENCE SMALLER THAN 9,000 10,000 SQ. FT. IN AN APPROVED SUBDIVISION.** The development of a primary residence smaller than ~~9,000~~ 10,000 sq. ft. (which does not may include an attached garage in the calculation of square footage a maximum of ~~1,000~~ sq. ft. of), pursuant to Section 13-105: *Residential Building Sizes and Lot Coverage*, in a subdivision approved by Gunnison County and platted as of the effective date of this *Resolution*; and

Section 13-105: C. 2.:

- 2. **MAXIMUM BUILDING SIZE AND MAXIMUM AGGREGATE OF ALL STRUCTURES.** No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed ~~9,000~~ 10,000 sq. ft. (~~including a primary residence no larger than 9,000 sq. ft., an attached garage no larger than 1,000 sq. ft., and a secondary residence no larger than 2,500 sq. ft.~~) and the aggregate of all structures shall not exceed 12,500 sq. ft. unless:

Section 13-105: H.:

- H. **FURTHER SUBDIVISION.** Nothing in this Section forbids, or shall be construed to forbid, subdivision of a parcel on which there exists a residential structure larger than ~~9,000~~ 10,000 sq. ft. or an aggregate of structures larger than 12,500 sq. ft., except that no subdivision shall be permitted unless the resulting parcel that contains the structure that exceeds ~~9,000~~ 10,000 sq. ft., and/or all of the buildings that total an aggregate of 12,500 sq. ft. is at least 40 acres in size.

Change to criteria determining allowed density of residential development: Section 10-103.

Section 10-103: A. 4. a. is amended to:



4. **LOT SIZE AND LOT DENSITY CONSIDERATIONS.** Lot size and lot density shall be substantially similar to the adjacent parcels unless:
- a. **CONDITIONS ARE APPROPRIATE FOR SMALLER LOTS OR GREATER DENSITY.** ~~Conditions are appropriate for smaller lots or greater density because: The project shall be considered for smaller lots or greater density when all of the following three requirements are met:~~
 1. **SITE DEVELOPMENT SERVED BY PUBLIC WASTEWATER TREATMENT SYSTEM. FACILITIES.** The site development ~~can and is~~ or will be served by a public wastewater treatment system ~~or, by approval of the subject application if required by pursuant to~~ Section 12-106: *Sewage Disposal/Wastewater Treatment*.
 2. **DEVELOPMENT SERVED BY OTHER SERVICES AND FACILITIES.** To the maximum extent feasible the development site ~~is~~ or ~~can and~~ will be served by a public water supply, public transportation and other public services and facilities by approval of the subject application.
 3. ~~**LOTS ARE CLUSTERED.** All the proposed lots have been clustered; and~~
 4. ~~**OPEN SPACE EXCEEDS REQUIRED AMOUNT.** The amount of open space included in the proposed development exceeds by ten percent that is required by Section 13-108: *Open Space and Recreation Areas*; and~~
 3. **COMPATIBLE WITH ADJACENT USES.** The development is compatible with ~~current~~ adjacent land uses existing when the Land Use Change Permit application is submitted. Methods of ensuring compatibility may include, but are not limited to: ~~densities, and, as a condition of approval, will be subject to permanent protective covenants to ensure that it remains compatible with the adjacent uses and densities as of the date of approval of the Land Use Change Permit.~~
 - (a.) **PERMANENT COVENANTS TO ENSURE CONTINUED COMPATIBILITY WITH ADJACENT USES AND DENSITIES.** The proposed development includes permanent protective covenants that, at a minimum, address the following, to ensure that, if approved, it remains compatible with the adjacent uses and densities that exist as of the date of approval of the Land Use Change Permit.
 - (1.) **DESIGN STANDARDS.** Building exterior design standards
 - (2.) **LANDSCAPING.** Landscaping requirements
 - (3.) **OUTSIDE PARKING AND STORAGE.** Standards and limitations on outside parking and storage
 - (4.) **COMPATIBILITY OF USES.** Conditions pursuant to Section 13-119: *Standards to Ensure Compatible Uses.*
 - (5.) **BUILDING SIZE.** Building size.
 - (b.) **SITE LAYOUT AND DESIGN.** The proposed development shall locate buildings and lots to minimize visual impact.
 4. **IMPACT OF INCREASED DENSITY IS MITIGATED.** The decision-making body finds that impacts of the increased density have been reasonably mitigated; methods of mitigation may include, but are not limited to:
 - (a.) **ADDITIONAL OPEN SPACE.** The amount of open space included in the proposed development exceeds the amount required by Section 13-108: *Open Space and Recreation Areas* by at least 10 percent of the total land designated for residential uses within the development.
 - (b.) **PROVISION OF ESSENTIAL RESIDENCES.** Provision of Essential Residences that equal at least ten percent of the total number of residences, in addition to any other applicable requirements of this *Resolution*.
 - (c.) **CLUSTERING OF RESIDENCES.** Residences are clustered to minimize visual impact and impacts on wildlife habitats as depicted on Wildlife Habitat Maps.
 - (d.) **PARTICIPATION IN PUBLIC TRANSPORTATION SYSTEM.** As applicable, provision of a bus stop or similar facility for use with an existing public transportation system.

Addition of "light industrial" land use regulations.

Add to Article 2: *Definitions*:

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LIGHT INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, or manufacture of raw or semi-processed materials, manufactured goods, or any components thereof, and conforming to Section 9-301:E.: Design Standards for Light Industrial Uses.

Section 10-104: C: would read as follows:

C. **ALTERNATIVE LOCATIONAL STANDARDS.** When the applicant has demonstrated that a proposed commercial, light industrial, industrial or other non-residential development cannot satisfy the primary locational standard, the location may be approved if the Board finds that in addition to meeting all of the other applicable requirements of this *Resolution*, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to adjacent lands or land uses, wildlife, visual quality, air or water quality, and the proposed use complies with the following:

1. **LOCATIONAL CONSIDERATIONS.**

- a. **NECESSARY LOCATION.** The location is necessary because of specific circumstances including location of minerals, unique transportation needs or geologic conditions; or
- b. **NO SITE IS REASONABLY ATTAINABLE IN OR ADJACENT TO THE NEAREST MUNICIPALITY OR EXISTING PERMITTED BUSINESS OR INDUSTRIAL PARK.** There is no site reasonably attainable within or adjacent to the municipality or existing permitted businesses or industrial park nearest the proposed development site, in an area that qualifies for annexation, or is consistent with a municipal Three Mile Plan area. Evaluation of suitability shall consider size of parcel needed, reasonable availability of necessary utilities and other infrastructure, and the applicant shall provide documentation of comparable sites. Economic feasibility or practicality of comparable sites may be considered, but shall not be the deciding factor in determining suitability; or
- c. **LOCATION WELL-SUITED TO SPECIFIC USE.** The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval; and or
- d. ~~**NO SIGNIFICANT NET ADVERSE EFFECT.** There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.~~
- d. **NEED OR USE IS WELL-SUITED IN A PARTICULAR AREA.** There is a documented need for the specific use in the proposed location; or
- e. **USE IS DESIGNED TO SERVE A SPECIFIC RESIDENTIAL AREA.** The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.

~~2. **USE IS DESIGNED TO SERVE A SPECIFIC RESIDENTIAL AREA.** The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.~~

2. **COMPATIBLE WITH EXISTING USES ESTABLISHED IN IMPACT AREA.** The proposed use is compatible with uses established in the impact area.

3. **NO SIGNIFICANT NET ADVERSE EFFECT.** There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.

Add new Section 9-301: E. *Design Standards for Light Industrial Uses.*

In addition to complying with Section 9-301: D.: *General Standards*, light industrial uses shall comply with all the following:

1. **MAXIMUM AGGREGATE BUILDING SIZE.** Maximum aggregate building size shall be no greater than 5,000 square feet, except that when an employee or owner residence is included, the maximum may increase to 5,850 square feet. Such employee or owner residence shall meet all these standards:

a. **SUBORDINATE TO THE LIGHT INDUSTRIAL USE BUILDING.** It is subordinate by area, extent and purpose to the light industrial use building.



- b. Limited to 850 sq. ft. The floor area of the integrated residence shall be no larger than 850 sq. ft., and may be as small as 400 sq. ft., or as otherwise allowed by the applicable building code, adopted and amended by Gunnison County.
 - c. ADEQUATE PARKING. There shall be parking adequate to serve both the light industrial use and the residence, pursuant to Section 13-110: *Off-Road Parking and Loading.*
 - d. ADEQUATE WATER SUPPLY AND WASTEWATER TREATMENT SYSTEM. It shall be legally and physically served by the same water and wastewater treatment systems that serve the light industrial use.
 - e. STRUCTURALLY INTEGRATED. It shall be structurally integrated within the building in which the light industrial use is located, share common roof lines and utility systems, and there shall be an internal access between the light industrial use and the residence.
 - f. COMPLIES WITH DEED RESTRICTIONS OR PROTECTIVE COVENANTS. It shall comply with deed restrictions and/or declarations of protective covenants applicable to the parcel on which the light industrial use is located.
 - g. KITCHEN AND SEWAGE DISPOSAL FACILITIES. It shall contain a full kitchen, and sanitation facilities.
 - h. COMPLIES WITH APPLICABLE CODES. It shall comply with the applicable building code, adopted and amended by Gunnison County, and the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.
2. OPERATION CONTAINED WITHIN BUILDINGS. The operation shall be wholly contained within buildings.
 3. OPERATION IMPACTS TO BE CONTAINED WITHIN PROPERTY BOUNDARIES. The light industrial use shall not produce any offensive noise, vibration, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat or waste noticeable at, or beyond, the property boundaries of the parcel on which the light industrial use is located.
 4. TRAFFIC. An individual light industrial use shall be allowed to generate no more than an average of ten additional trips per day, including those of employees, deliveries to and from the business, and customers. However, factors such as the character of the neighborhood, traffic generated by uses existing in the impact area at the time the Land Use Change Permit application is submitted, and the road classification may be taken into consideration in setting a maximum allowed average trips per day.
 5. HOURS OF OPERATION. Hours of operation may be restricted, depending upon the character of the neighborhood, including hours of operation of other business or light industrial uses existing in the impact area at the time the Land Use Change Permit application is submitted.
 6. LIMITATION ON RETAIL SALES. Retail sales shall be incidental and subordinate to a permitted use.
 7. MITIGATION OF VISUAL IMPACTS. Landscaping, architectural design features, or other screening may be required to minimize visual impacts from the access road and to adjacent land uses.
 8. PARKING SHALL BE INDOORS, OR SCREENED FOR LIGHT INDUSTRIAL USE VEHICLES. Vehicles used as part of the light industrial use shall be parked inside buildings or within screened parking areas.
 9. EMPLOYEE AND CUSTOMER PARKING. Parking for employees and customers shall meet the requirements of Section 13-110: *Off-Road Parking and Loading.*
 10. OUTSIDE STORAGE. Outside storage is permitted, but shall be fully-screened from the access road and from adjacent land uses. Such storage area shall be limited to a square footage no greater than the size of the building for which it provides storage.

An additional section is added to Table 7, Section 13-104 for Light Industrial Uses, as follows:

LIGHT INDUSTRIAL SETBACKS	
Adjoining residential	50 feet
Adjoining business and commercial	15 feet
Adjoining other light industrial	15 feet
Adjoining industrial	15 feet

