

- 1 - Agenda, BOCC regular meeting Oct 03 2023
- 2 - Alcohol Beverage License #42-95237-0000, 456 Entertainment LLC dba Tully's
- 3 - BOCC Scheduling Calendar, Oct 3, 2023
- 4 - consent 1 - Motorola handheld radios Quote 2174375, Sheriff's Office
- 4 - consent 2 - Room Rental Agreemt, HHS and Center for the Arts, Flu Clinic rental
- 4 - consent 3 - Professional Svcs Agreement - Dusty Sylvanson, for GRASP Consortium support
- 4 - consent 4 - Provider Agreement with RE1J School Distr for EARSS grant funding, expelled at-risk students
- 4 - consent 5 - Tyler Technologies Quote, GC Clerk and Recorder, Recording software
- 4 - consent 6 - Epidemiology and Lab Capacity ELC 2.1 Grant Statement of Work
- 4 - consent 7 - CoSHI Grant Application renewal for GCSAPP-partnership with RE1J School District
- 4 - consent 8 - Professional Svcs Agreemt, Petar Simic-Cheatgrass and Habitat Restoration Coordinator
- 4 - consent 9 - HUD Section 8 Housing Assistance, Mountain View Apartments
- 5 - Whetstone Industrial Park Covenants Amendment LUC-23-00033
- 6 - GUC Airport Facilities Lease and Rental Car Agreements, Third Amdmt - Avis, Micar, Hertz
- 7 - Rules, Regulations, Construction Specifications, Resolution for the Sewer District Oct 2023

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 3, 2023

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; 282 Elcho Avenue, Crested Butte, Colorado; 10/18/2023 - 10/18/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:31 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. Approval for Motorola Solutions Quote #2174375 / Contract #19860-NASPO 00318; Gunnison County Sheriff's Office; for new Pack set handheld radios to replace entire current fleet of old equipment, along with Warrantees, Support Equipment, Services, and 3-year Subscription fees; Quote Expiration 12/26/2023; \$89,906.60
 2. Approval for Room Rental Agreement; Gunnison County Health and Human Services, and Center for the Arts; for Rental of rooms at Steddy Theater & House; Gunnison County Flu Shot Clinic 10/25/2023; 7.5 hours x \$40.00/hr
 3. Approval for Professional Services Agreement; Gunnison County Juvenile Services and Dusty Sylvanson; Recovery support for GRASP Consortium; Effective date of signing - 10/05/2024; Up to \$23,000
 4. Approval for Provider Agreement; RE1J School District; for Expelled and At-Risk Student Services (EARSS) grant funding – to serve youth who become expelled (but served), and/or are at-risk of being expelled, and/or are chronically absent; 8/15/2023 - 6/30/2024; \$55,000
 5. Acknowledgment of County Manager's signature; Tyler Technologies Quote; Gunnison County Clerk & Recorder; to add an upgrade to County's Recording software, making historical data available online for a fee; Year One - Software Total \$1,600 + Maintenance Total \$384
 6. Approval for Epidemiology and Laboratory Capacity (ELC) 2.1 Grant Statement of Work; Gunnison County Health and Human Services; to receive CDC and EDC funding support for the transition from COVID-19 pandemic response to routine operation – incorporating COVID-19 surveillance and investigations into routine local public health agency (LPHA) activities; 8/01/2023 - 4/30/2024
 7. Approval for Colorado Sexual Health Initiative (CoSHI) Grant Application renewal; Gunnison County Substance Abuse Prevention Project (GCSAPP); In partnership with the RE1J School District, to co-facilitate the Get Real comprehensive sex education program; \$24,958
 8. Approval for Professional Services Agreement; Petar Simic; for professional services regarding Cheatgrass and Habitat Restoration; Effective date of signing - 9/30/2025; first 12-month term, up to \$95,004; for months 13-24, up to \$105,000; plus reimbursements up to \$5,000 per year for specified items

*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, October 3, 2023

Page 2 of 2

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

- 9. Acknowledgment of County Manager's signature; U.S. Department of Housing and Urban Development (HUD) Project-based Section 8 Housing Assistance Payments, Full Mark-to-Market Renewal Contract; Colorado Housing and Finance Authority and Gunnison County Housing Authority; for Mountain View Apartments funding; Effective 11/01/2023, to run for a period of ten years
- County Manager's Report
- 8:35 • Approval of Whetstone Industrial Park Covenants Amendment; LUC-23-00033; Second Amendment as recorded at reception number 658375; Applicant Whetstone Industrial Park Lot Owners Association, Inc.
- 8:45 • Approval of Three (3) Gunnison-Crested Butte Regional Airport Facilities Lease and Rental Car Concession Agreements, Third Amendment, for: 1) AVIS; 2) MICAR; and HERTZ; 6/01/2012 - 5/31/2024; Payment as described for each in "Appendix A Airport Facilities Lease and Rental Car Concession Agreement," and:
 - 1. Resolution; Adopting the Gunnison-Crested Butte Regional Airport Customer Facility Charge
- 8:50 • Approval for: A) Gunnison County Water and Sewer District Sewer Rules and Regulations; and B) Construction Standards for the Gunnison County Water and Sewer District; October 2023
 - 1. Resolution; Adopting the Gunnison County Sewer Rules and Regulations and Gunnison County Construction Standards for the Utility Department
- 9:10 • Discussion on Colorado Counties Inc (CCI) Legislative Priorities
- 9:25 am • Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US

+16694449171,,82753657556#,,,,*471302# US

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #42-95237-0000; 456 Enter

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal

Fiscal Impact:

Submitted by: Kathy Simillion

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/20/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/20/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/20/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 10/3/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #42-95237-0000

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

456 ENTERTAINMENT LLC DBA TULLY'S

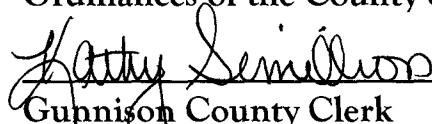
282 ELCHO AVENUE

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 10.18.2023 - 10.18.2024

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


Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number 42-95237-0000	License Expires at Midnight October 18, 2024
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 9/19/2023 KWL

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

TULLY'S
282 ELCHO AVE
Crested Butte CO 81224

\$214.00

APPLICANT ID: 595633

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

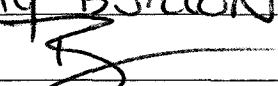
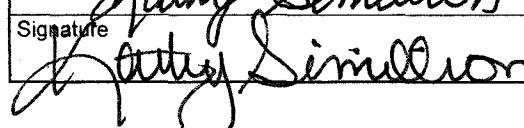
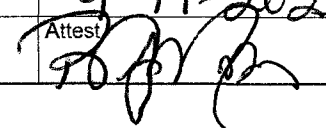
Return to city or county licensing authority by due date

Licensee Name 456 ENTERTAINMENT LLC		Doing Business As Name (DBA) TULLY'S	
Liquor License # 42-95237-0000	License Type Hotel & Restaurant (county)		
Sales Tax License Number 42952370000	Expiration Date 10/18/2023	Due Date 09/03/2023	
Business Address 282 ELCHO AVENUE Crested Butte CO 81224			Phone Number 9703492551
Mailing Address 282 ELCHO AVE Crested Butte CO 81224			Email 456 ENTERTAINMENT LLC@GMAIL.COM
Operating Manager TULLY BURTON	Date of Birth 04/14/81	Home Address 310 Teocall RD CBS CO 81224	Phone Number 970 275-9528
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 06/01/2020			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
TULLY BURTON	MEMBER
Signature	Date
	09/01/23
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.	
Local Licensing Authority For	Date
Kathy Semillion - Gunnison County	9-14-2023
Signature	Attest
	
	County Clerk

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

October 3 – November 7, 2023
(as of 9/29/2023)

Board of County Commissioners

1. [BOCC Regular Meeting Regular Meeting](#)
October 3, 2023, All Day @ BOCC Boardroom
[More Details](#)
2. [Mayors & Managers Meeting - Hosted by Gunnison County](#)
October 5, 2023, 12:00 PM - 1:30 PM
[More Details](#)
3. [BOCC Work Session](#)
October 10, 2023, All Day @ BOCC Boardroom
[More Details](#)
4. [BOCC Regular Meeting](#)
October 17, 2023, All Day @ BOCC Boardroom
[More Details](#)
5. [BOCC Work Session](#)
October 24, 2023, All Day @ BOCC Boardroom
[More Details](#)
6. [Mayors & Managers Meeting - Hosted by Gunnison Valley Health](#)
November 2, 2023, 12:00 PM - 1:30 PM
[More Details](#)
7. [BOCC Regular Meeting](#)
November 7, 2023, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
October 17, 2023, All Day @ BOCC Board Room
[More Details](#)

County Board of Equalization

2. [CBOE Regular Meeting](#)
October 31, 2023, All Day @ BOCC Board Room
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Motorola Solutions Quote #2174375 / C

Action Requested: County Manager Signature

Parties to the Agreement: Motorola Solutions and Gunnison County Sheriff's Office

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Motorola Solutions bid out 20 new Pack set handheld radios to replace entire current fleet of old equipment. This comes along with a service agreement and NASPO pricing.

Fiscal Impact: 89,906.60

Submitted by: Adam Murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 6/14/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 6/9/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 6/9/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/20/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 10/3/2023



Billing Address:
GUNNISON, COUNTY OF
510 BIDWELL ST
GUNNISON, CO 81230
US

Quote Date:09/27/2023
Expiration Date:12/26/2023
Quote Created By:
Lane Feingold
lane.feingold@
motorolasolutions.com

End Customer:
GUNNISON, COUNTY OF
Sheriff Adam Murdie

Contract: 19860 - NASPO 00318

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	APX N50 7/800 MODEL 2 PORTABLE	20		\$5,259.00	\$3,839.07	\$76,781.40
1a	QA08853AA	ADD: CPS ENABLEMENT*	20				
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20				
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	20				
1d	QA08715AA	ADD:BASIC VOICE CONTROL	20				
1e	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	20				
1f	QA09113AA	ADD: BASELINE RELEASE SW	20				
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	20	3 YEARS	\$158.40	\$158.40	\$3,168.00
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	PMPN4820A	CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US	20		\$85.71	\$62.57	\$1,251.40
5	PMNN4813A	BATT LIION IMPRES 2 IP68 2850T	20		\$178.50	\$130.31	\$2,606.20
6	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	20		\$172.80	\$126.14	\$2,522.80
Product Services							
7	LSV00Q00202A	DEVICE PROGRAMMING	20		\$100.00	\$100.00	\$2,000.00
8	PMLN8342A	2-WIRE SURVEILLANCE KIT WITH LOUD AUDIO TRANSLUCENT TUBE	20		\$108.00	\$78.84	\$1,576.80

Grand Total **\$89,906.60(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$119,136.20	\$87,794.60
Year 2 Subscription Fee	\$1,056.00	\$1,056.00
Year 3 Subscription Fee	\$1,056.00	\$1,056.00
Grand Total System Price	\$121,248.20	\$89,906.60

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Room Rental Agreement; Gunnison Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Center for the Arts Crested Butte

Term Begins: 10/25/2023

Term Ends:

Grant Contract #:

Summary:

Event Venue Rental Agreement- The Center is providing:
Gunnison County Flu Shot Clinic to be held on Wednesday October 25, 2023 from 12:00pm-7:30pm with the

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 9/28/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:
Legally sufficient. SO 9/19/23

Reviewed by:

Discharge Date: 9/28/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reviewed by:

Discharge Date: 9/28/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023



Room Rental Agreement

This Room Rental Agreement ("Agreement") is made and entered into as of September 01, 2023 12:38 PM, by and between The Center for the Arts, 606 6th Street, P.O. Box 1819, Crested Butte, CO 81224 (the "Center"), and the Client, as defined below.

1. Client.

Client Name: Gunnison County

Primary Contact: Cathy Pagano Position: Gunnison County | Assistant County Manager for Community & Economic Development

Phone: 970-641-7985 Email: cpagano@gunnisoncounty.org

Mailing Address: Assistant County Manager for Community & Economic Development 221 N Wisconsin St. Suite D
Gunnison CO 81230

2. Rental Agreement.

Rooms Reserved: King Community Room & Comiskey Terrace ("Room")

Rental Rates: Non-profit, low impact, small space rate for King Community Room &

Comiskey Terrace @ \$30.00 per hour - rental rates will include set up, event & breakdown hours

Date and Time of Room Rentals:

Tuesday September 12, 2023 - CB to CB South Bike Path Talk

-from 4:00-9:30pm with the event taking place from 5pm-8:30pm - no food & beverage will be served

Thursday September 14, 2023 - Gunnison County Design Workshop - event is invite only

- from 11am-6:30pm with the event taking place from 12pm-5:30pm

-client will provide food & n/a beverages - no bar arrangements - client will connect computer to TV

Friday September 15, 2023 - Gunnison County Design Workshop - event is invite only

- from 7:30am-1:30pm with the event taking place from 8:30am-12:30pm

-client will provide food & n/a beverages - no bar arrangements - client will connect computer to TV

Client agrees to pay the total amount due for rental at or before the date and time of the room rental. Client agrees to only use the Room during the time noted above which time includes preparation and clean up time. Client agrees

that it and its guests and staff will only use the Room and no other facilities or rooms of the Center.

If Client is given key access through a key lockbox, Client must place the keys back in the lockbox immediately upon unlocking the door to the Center. Unless the Client has been provided written permission from the Center or the Center is open for regular business hours during the time of the Client's event, once everyone has arrived for the event, Client must immediately lock the door to the Center (guests can still exit from the inside when the doors are locked). Client must lock the doors to the Center at the end of the event when leaving the Center.

Client is responsible for event set up and clean up. At the conclusion of the reservation time, Client shall leave the Room in the same condition as when Client arrived. Clean up includes putting away all tables and chairs and equipment and cleaning before Client leaves at the conclusion of the reservation time. The Center may bill the Client for the cost of any cleaning that the Center does that was not done by Client. Client also agrees to perform the following specific clean up tasks:

Client may opt to hire Center staff to assist with their event at the below rate (check box):

- 1. Hourly Event Staff - \$40/hour/person (private event), \$35/hour/person (nonprofit event)**
- 2. Hourly Tech Staff - \$45/hour/person (private event), \$40/hour/person (nonprofit event)**
 - **X ____ # of staff people - if needed**
- 3. X - No Center hourly staff is needed to assist with this event**

Client shall be responsible for any damages to the Room or the Center's property caused by Client or its agents, employees, contractors, vendors, volunteers, or guests, whether accidental or otherwise.

Client agrees to indemnify and hold harmless the Center for any claims, damages, losses, or expenses made by any person or entity arising in any way out of Client's use of the Room unless caused by the gross negligence or willful conduct of the Center.

3. COVID-19 Policy - as of April 28, 2022 the Center for the Arts will not require any COVID regulations

____ OPTION 1 - Vaccination OR a Negative COVID Test Required:

Client agrees that all guests, vendors, employees, contractors, volunteers and anyone else who attends the event at the Center must present proof of COVID-19 vaccination or a negative COVID-19 test within the 72 hours prior to entry to the Center. Children under the age of 12 years may attend the event by wearing a mask without having to show proof of vaccination or negative COVID-19 test.

IT IS CLIENT'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THIS COVID-19 POLICY. Either the Client can perform vaccination and COVID-19 testing verification or it can hire the Center to do this for an additional fee.

Check the following box for the method Client chooses:

____ Client will perform COVID-19 vaccination and testing verification

____ Client will pay an additional fee for the Center to perform COVID-19 vaccination and testing verification

- **COVID-19 vaccination/testing status check fee - \$40/hour/person (private event), \$35/hour/person (nonprofit event)**
- **X ____ # of people**

Should the Client assume the responsibility for ensuring vaccination or negative test status and the Center learns that Client permitted any individual to attend the event without properly checking vaccination or negative test status, the Center reserves the right to immediately cancel the event and prohibit Client from renting any Center facility in the future. Client is responsible for providing its own personal protective equipment (e.g., masks, hand sanitizer, etc.) for guests, employees, volunteers and anyone else who attends the event.

_____ **OPTION 2 - Masks are Required:**

Due to the small number of people attending this event AND the fact that food and drinks are not being served, masks are required at all times, however proof of vaccination or a negative COVID test are not.

_____ **OPTION 3 - Vaccination, Negative COVID test, and masks are NOT required for this event.**

4. Alcohol Policy.

No outside alcohol is permitted to be brought onsite at the Center by Client or its guests, vendors, employees, contractors, agents, volunteers, or anyone else attending the event. Client may not bring or serve any alcoholic beverage on the Property. The Center reserves the right to immediately cancel the event or charge fees to the Client for non-compliance with this Alcohol Policy by Client or any of its guests, vendors, employees, contractors, agents, volunteers, or anyone else attending the event.

5. Potential Additional Fees.

The Center reserves the right to charge the following additional fees if appropriate:

Excessive cleaning fees - \$70/hour
Outside alcohol charge - \$800
Lights left on charge - \$100
Door left open/unlocked charge - \$200

Client Signature

I agree to the terms and conditions of this contract.

Cathie

Pagano

Sep 6, 2023

Cathie Pagano

Center for the Arts Signature

I agree to the terms and conditions of this contract.

First name

Last name

Date

Signature



Center for the Arts Crested Butte
606 Sixth St., Crested Butte
CO, 81224
United States of America
970.349.7487 | www.crestedbuttearts.org

ADDENDUM TO USAGE AGREEMENT

Contact:	Blair Burgess	CFTA Event Manager:	Tracy Hastings
Contact Email:	bburgess@gunnisoncounty.org	Our Email:	weddings@crestedbuttearts.org
Contact Phone:	(970) 641-3244 Ext. 4661	Our Phone:	970.349.7487
Address/ City:	220 North Spruce StreetGunnison		
State:	CO		
Zip:	81224		

The reservation is for the following dates and times:

Date & Time	Event	Space	Exp.	Gtd.	Set	Setup	Event Type
Wed Oct 25, 2023 @ 12:00 PM - 7:30 PM	Gunnison County Flu Shot Clinic	Steddy Theater & House	300	0	0		
<u>Notes:</u>							

Introduction and Key Terms

This Event Venue Rental Agreement ("Agreement") is made and entered into as of Wednesday September 13, 2023 by and between Center for the Arts, 606 6th Street, P. O. Box 1819, Crested Butte, CO 81224 (the "Center"), and the Client, as defined below, with either separately referred to as, the "Party," and collectively as, the "Parties").

The Center is providing:

Gunnison County Flu Shot Clinic to be held on Wednesday October 25, 2023 from 12:00pm-7:30pm with the actual event being held from 2:00pm-6:00pm in the Miller Upper Lobby, Steddy Theater, Grace Atrium and Dressing Rooms A & B.

Client will be charged the Low Impact, Non Profit, Large space rate of \$40.00 per hour for use of the facility.

Client Signature

I agree to the terms and conditions of this contract.

First name

Last name

Date

Signature



Center for the Arts Crested Butte

606 Sixth St.
PO Box 1819
Crested Butte CO
81224
United States of America

Gunnison County Events 2023 — [Thu Jun 01, 2023 (All Day)]

Billed To

Blair Burgess
220 North Spruce Street
Gunnison CO
81224

Date Of Issue

Oct 2, 2023

Invoice Number

Gunnison County Flu
Shot Clinic 10-25-23
Invoice

Amount Due

\$300.00

Due Date

Nov 30, 2023

ITEM	QTY X PRICE	LINE TOTAL
Non-Profit Low Impact Large Space Rate @ \$40.00 per hour Non-profit Low Impact Large Space Rate Steddy Theater, Grace Atrium, Dressing Rooms A & B & Miller Upper Lobby with a 3 hour minimum and 8 hours maximum charge per day at \$40.00 per hour event date: Wednesday October 25, 2023 from 12pm-7:30pm with the event taking place from 2pm-6pm	7.50×\$40.00	\$300.00

Subtotal \$300.00

Total \$300.00

Amount Paid \$0.00

Amount Due \$300.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Gunn

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

recovery support for Grasp Consortium

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/20/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/19/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2023

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/20/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 12 day of September, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Dusty Sylvanson, whose address is 115 S. Colorado ST, Gunnison, CO 81230.

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as follows See Appendix A
[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A”]

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on October 5th, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its [INSERT DEPARTMENT RESULT] Gunnison County Juvenile Services- Grasp 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 Twenty three

thousand_ and No/100 U. S. Dollars (\$23,000.00). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]] Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the

environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

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

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

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. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards,

commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

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

- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. 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: Dusty Sylvanson [Name]
 115 S. Colorado ST, Gunnison, CO 81230 [Address]

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.

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

Its: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- Support wellness – promoting wellness
 - Mindful Monday’s Western mindfulness meditation Mondays 3-4pm weekly September – December 15 weeks \$125 per session = \$1,875
 - Mindful Life Foundations Course – 20hour course 2.5 hours over eight weeks. Mindful life gets paid \$50 per person total cost per person is \$350. 12 people = \$4,200 x 3 = \$12,600
 - Clinicians and peers (wellness for helpers)
 - Juvenile Services
 - Leadership positions (wellness for leadership)
- Support Recovery – supporting those who have experienced in unwellness
 - Mindfulness in recovery meetings – online – no cost -Mondays at noon – holding space, topic specific no one directing
 - Mindfulness in recover group – group facilitation recovery support - facilitated by one person, workbook guided and cross-communication and sharing. 63 days of work – Spring \$7,875 facilitator book cost \$50 x 10 = \$500

Not to exceed \$23,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Provider Agreement; RE1J School Distr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MOU with school for EARRS grant

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/21/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/20/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/20/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/21/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 15th of August, 2023 is by and between the RE1J School District ("District") whose address is 800 North Boulevard St., Gunnison, CO 81230 and the Board of County Commissioners of Gunnison County, of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Provider") to benefit the Juvenile Services Department.

RECITALS

"Provider" will provide a position to serve youth who become expelled (but served), and/or are at-risk of being expelled, and/or are chronically absent through the EARRS grant funding for 4 years. The grant program and position may also support suspended students, students at-risk of suspension because of behaviors that violate the discipline code of conduct, students who are at risk of being declared chronically absent or students who are likely to be declared habitually disruptive. This position will work to put plans in place to get to school, meet weekly with Assistant Principal and Mental health/wellness team, help youth with executive functioning needs, education and time management and build relationships with youth to help increase school attendance, academic and SEL performance and graduation rates.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall be considered for renewal on June 30th, 2024.

2. SCOPE OF SERVICES.

"Provider" shall furnish all materials, supervision, supplies and equipment to complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. "Provider" will support the RE1-J school district by assisting the District in the implementation of the EARRS grant. All services shall be performed in a timely manner and in accordance with generally accepted standards for "Provider's" profession and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. "Provider" acknowledges that this is a non-exclusive Agreement, and the District may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION BONUS AND EXPENSES.

In exchange for "Provider's" performance of the services during the Term, the District shall pay "Provider" fees as follows: \$55,000 to be paid in two amounts on or before December 30th, 2023 and on or before May 30th, 2024.

4. INDEMNIFICATION.

The school district agrees to indemnify, defend and hold harmless Gunnison County "Provider", 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 "Provider" or its employees, sub-Providers 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.

5. INSURANCE.

"Provider" agrees that at all times during the Term of this Agreement that "Provider" 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, "Provider" will provide insurance certificates to the District.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by "Provider" during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability, and \$500,000 for Property Damage Liability.
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

6. 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.

7. 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 the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. ATTORNEYS FEES.

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

9. GOVERNING LAW.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- (a) "Provider" certifies that "Provider" does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- (b) "Provider" certifies that "Provider" has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- (c) "Provider" 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) "Provider" 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) "Provider" agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

Chairperson, Board of County Commissioners

Date Signed

Attestation



District Superintendent


Attestation

9.18.2023

Date Signed

9/18/23

Date Signed

Exhibit A

Juvenile Services will provide a position to serve youth who become expelled (but served), and/or are at-risk of being expelled, and/or are chronically absent through the EARRS grant funding for 4.5 years. The grant program and position may also support suspended students, students at-risk of suspension because of behaviors that violate the discipline code of conduct, students who are at risk of being declared chronically absent or students who are likely to be declared habitually disruptive.

This position will work to put plans in place to get to school, meet weekly with Assistant Principal and Mental health/wellness team, help youth with executive functioning needs, education and time management and build relationships with youth to help increase school attendance, academic and SEL performance and graduation rates.

This position works cooperatively with students, parents, administrators, and community members. This position will help students develop and own responsibility for their behavior; supervises students who are on off-campus suspension. This position meets with Guidance Counselors, parents, and teachers regularly regarding the progress of identified students who need support and help connect to community resources. This position is 30 hrs/wk. (.75 FTE) with varied hours during the academic year and summer.

Year 1 (July 2023-June 2024) payment \$55,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's signature; Tyle

Action Requested: County Manager Signature

Parties to the Agreement: Tyler & County Clerk & Recorder

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This will be used to add an upgrade to our Recording software to make historical data available online for a fee.

Fiscal Impact:

Submitted by: Michael Metcalf

Submitter's Email Address: mmetcalf@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/20/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/20/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/20/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/20/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023



Quoted By:

Erin Walker

Quote Expiration:

2/6/24

Gunnison County, CO - P&R -
DocumentPro - Historical Index

Quote Name:

Module

Sales Quotation For:

Gunnison County

200 E Virginia Ave

Gunnison, CO 81230-2248

Phone: +1 (970) 641-1516

Tyler Software

Description	Software Total	Year One Maintenance
Records Management		
Historical Index Module		
TOTAL	\$ 1,600	\$ 384

Professional Services

Description	Extended Price	Maintenance
Records Management		
Conversion Services		
Implementation Services		
Project Management		
Total Hours	11	

TOTAL

\$ 2,900

\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software

\$ 1,600

\$ 384

Total Annual

\$ 0

\$ 0

Total Tyler Services

\$ 2,900

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total

\$ 4,500

\$ 384

Contract Total

\$ 4,884

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Kathy Simillion

Date:

9-15-2023

Print Name:

Kathy Simillion

P.O.#:

County Approval:

Matthew Birnie

Date:

9-20-2023

Print Name:

Matthew Birnie, County Manager

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Gunnison County, CO - DocPro - Historical Index Module

Historical Index Module

Project Management

Services for software implementation and training.

The Historical Index Module allows for viewing digitized index books online.

Specs:

Conversion Services

Import of images and configuration of path/search terms

(Conversion fee assumes data/images are delivered to Tyler Technologies in the correct format, as outlined in attached Historical Index Conversion Specifications. If they are not delivered in the correct format, additional charges will apply).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Epidemiology and Laboratory Capacity

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Covid ELC 2.1 Statement of work to be approved so we can use funding.

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/27/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/27/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2.1) to LPHAs:

Statement of Work

Project Period: August 01, 2023 - April 30, 2024

I. Project Description:

This project serves to support the transition from COVID-19 pandemic response to routine operation, incorporating COVID-19 surveillance and investigations into routine local public health agency (LPHA) activities. The project will support disease surveillance, community education, disease control, priority outbreak response, and testing activities for SARS-CoV-2.

The project benefits Coloradans by providing transitional funding support to LPHAs who opt in to receiving the funding. The project comprises new contracts that cover activities starting on August 1, 2023, through April 30, 2024. The funding for this effort is provided by 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 are subject to federal allowability requirements. **These funds may only be utilized for COVID-19 related activities.**

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. EpiTrax - new statewide disease reporting system to be implemented during the winter of 2023-2024
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. LPHA - Local Public Health Agency

7. Priority populations and settings - Populations and settings that are at higher risk for outbreaks and adverse outcomes due to COVID-19
8. SARS-CoV-2 - The virus that causes COVID-19
9. SOW - Statement of Work
10. Surge - A situation where there is an increase in COVID-19 cases or outbreaks that exceeds the Contractor's baseline ability to respond
11. Targeted priority CI/CT - Targeted individual case interviews and contact tracing designed to prevent or understand unusual disease transmission in high-risk settings or in cases with unusual severity or illness presentation.

III. Work Plan:

Goal #1: Integrate COVID-19 surveillance, investigation, and education into routine public health work.	
Objective #1: No later than the expiration date of the contract, support public health personnel conducting epidemiological activities for COVID-19 as part of routine public health practice.	
Primary Activity #1	The Contractor shall hire or sustain staff to conduct COVID-19 epidemiological activities.
Sub-Activities #1	1. The Contractor shall update and implement a Program Plan outlining how the LPHA will conduct COVID-19 epidemiological activities in the jurisdiction during the funding period. This document shall also include a Surge Plan to address rapid increases in targeted prioritized COVID-19 cases and outbreaks, a Testing Plan that identifies testing options for outbreak investigation response and promotes access to testing for the general public in the local jurisdiction, and a Transition Plan describing the transition to incorporating COVID-19

- investigation activities into routine public health work after the funding period.
2. The Contractor shall conduct targeted priority case interviews and contact tracing (CI/CT) as necessary.
 - a. The contractor shall enter information from targeted priority interviews in CEDRS, and EpiTrax once EpiTrax is in service.
 3. The Contractor shall identify, report, and monitor COVID-19 outbreaks.
 - a. The Contractor shall investigate all outbreaks in priority settings that are not investigated by CDPHE (CDPHE investigates outbreaks that occur in state run facilities and residential healthcare facilities).
 - b. The Contractor shall investigate outbreaks in non-priority settings that have unusual transmission or severity characteristics or require public health intervention for disease control.
 - c. The Contractor shall provide initial outbreak reports to CDPHE for all investigated outbreaks.
 - d. The Contractor shall provide outbreak final reports to CDPHE for all investigated outbreaks.
 - e. The Contractor shall enter outbreak related investigation information in CEDRS, and EpiTrax once EpiTrax is in service.
 - f. The Contractor shall follow CDPHE setting-specific guidance for disease control during COVID-19 outbreak investigations.
 4. The Contractor shall ensure targeted dissemination of COVID-19 disease control and mitigation recommendations and educational messaging in formats that are responsive to community needs, and exposure notification guidance to priority populations and settings that aligns with statewide guidelines and best practices.
 - a. Educational messaging shall include information that promotes the general public in self-managing testing, prevention, and mitigation of COVID-19, and shall be made available in English and other languages as appropriate.

Primary Activity #2	The Contractor shall complete a funding acknowledgement letter on agency letterhead for this opportunity.
Sub Activities #2	1. The Contractor shall notify CDPHE in a timely manner of budgeted funds that they will not be able to utilize. 2. The Contractor shall notify CDPHE in a timely manner of the need for budget modifications.
Primary Activity #3	The Contractor shall report progress toward activities and deliverables outlined in this SOW to CDPHE, and shall remain in regular contact with CDPHE via established communication mechanisms.
Sub Activities #3	1. The Contractor shall complete a monthly online survey on COVID-19 epidemiological activities being performed. 2. The Contractor shall have a staff member attend, or watch the recording of, the Statewide Epidemiology Response Coordination webinars. 3. The Contractor shall have at least one fiscal staff representative and at least one program staff representative attend the required to-be-scheduled CDPHE training on federal allowability parameters for this funding stream. 4. The Contractor shall attend meetings scheduled by the assigned CDPHE Epi Team to discuss challenges in achieving epidemiological activities and/or planning for integration of COVID-19 investigation activities into routine communicable disease work. 5. The Contractor shall attend meetings scheduled by the assigned CDPHE Contract Monitoring Team. 6. The Contractor shall attend a CDPHE-provided training on EpiTrax.

Primary Activity #4	The Contractor shall identify and promote access to testing for the general public in the local jurisdiction.
Sub Activities #4	1. The Contractor shall refer individuals to available testing services, especially populations with more limited access to testing resources. 2. The Contractor shall maintain updated information for the public on how to access testing services and at-home antigen test kits in the jurisdiction on the Contractor's website. 3. The Contractor shall publicize the Contractor's website as a resource for testing information to communities in the jurisdiction. 4. The Contractor shall re-assess availability of testing options in the jurisdiction at least monthly. 5. The Contractor shall support testing in priority outbreak or urgent response situations. 6. The Contractor shall communicate challenges encountered around access to community and provider-based testing to CDPHE in a timely manner.

**Standards and
Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. Funded positions must directly support COVID-19 disease surveillance, community education, disease control activities, targeted priority CI/CT, priority outbreak response (not including residential care facility outbreaks that CDPHE investigates), sustainment of public testing availability for SARS-CoV-2 through the duration of this contract, and transition planning around moving from COVID-19 response to routine activities. **This funding cannot be used for non-COVID-19 disease control activities.**
3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE COVID-19 ELC Enhancing Detection Expansion funding opportunity.
 - a. Allowable costs for this 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.
 - b. Administering vaccine and most other vaccine-related activities are not allowable under this SOW. All plans to commit funds to vaccine services must be submitted to the CDPHE Contract Monitor for review prior to committing said funds.
4. CDPHE Contract Monitors will provide an example template upon request for the Program Plan, which includes a Surge Plan, Testing Plan, and Transition Plan.
5. Contractors shall perform targeted prioritized CI/CT and outbreak investigation activities in alignment with standardized case and outbreak definitions and Colorado minimum investigation guidance. Case and outbreak definitions available at the following website:

<https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>. Minimum investigation guidance is available at the following website:
https://docs.google.com/document/d/1XOH1ZFg7FJ32dr_vlwgmNDhNXcDt5hAF0H-nXk8LDms/edit?usp=sharing.

Outbreak investigation guidance is available at the following website:

<https://docs.google.com/document/d/1xG75bZBMZH842hykiKoTd9Om6BNqGiNBM2L2MKF0UO4/edit?usp=sharing>

6. 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. This folder is incorporated and made part of this contract by reference.
7. Educational messaging may include, but is not limited to, print and online resources in English and other languages as appropriate, community informational sessions, and virtual live and pre-recorded content that aligns with State disease control guidance.
8. 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 and final reports shall be submitted to the appropriate Epi Team email address. 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=39.681381699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw>
9. 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/ltaf>. The Contractor shall

- refer reports they receive about Residential Care Facility COVID-19 cases or outbreaks to the CDPHE Infection Prevention team immediately.
10. The Contractor shall maintain staff who have access to and are trained on how to use CEDRS, EpiTrax, or other CDPHE-designated systems for COVID-19 investigations.
 11. The Contractor shall report cases meeting the probable and confirmed case definition into CEDRS, EpiTrax, or other CDPHE-designated system within four (4) working days 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-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
 12. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE designated systems to report COVID-19 cases and prioritized contacts identified outside of their jurisdiction to CDPHE within four (4) working days of identification.
 13. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE-designated systems to record COVID-19 targeted priority case and contact investigation data within three (3) working days of interview completion.
 14. The Contractor shall notify CDPHE of staffing changes resulting in changes in access to CDPHE managed systems (such as CEDRS and EpiTrax) within one week in order to assist CDPHE in maintaining access control to secure data systems.
 15. Funding may be used to train staff specifically on transitioning COVID-19 investigation activities into routine public health work with prior CDPHE approval. Requests for training activities must be submitted to CDPHE for review and approval via email to the CDPHE Contract Monitor.
 16. The Contractor shall use the CDPHE budget template for revisions to the approved project budget. Revised budgets must be fully approved by CDPHE prior to implementation by the Contractor. The Contractor shall submit all requests for budget revisions to the CDPHE Contract Monitor.

	17. The Contractor shall participate in CDPHE-led post-award meeting(s) and other meetings on an as-needed basis. 18. The Contractor shall ensure all funding requirements, including Federal allowability parameters, are met with all expenses, including subcontractor-related expenses. 19. The Contractor shall ensure that project invoicing is paced throughout the full term of the contract. 20. The Contractor shall report unobligated funds balance for this project upon request from CDPHE. 21. The Contractor shall respond to identified performance improvements and needs that may arise in activities, reporting, deliverables, and budget pacing. 22. Equipment purchases with a cost of \$5,000 or more are not allowable under this SOW. 23. Pre-award costs may be allowable with CDPHE prior-approval. CDPHE will provide approval of pre-award costs in writing to the Contractor within thirty (30) days of written request from the Contractor. 24. Per the Terms and Conditions of Federal Assistance Number 93.323 and official memo from the Office of Grants Services at CDC dated January 6, 2022, retroactive billing with a start date of August 1, 2023 is allowable with prior written approval from CDPHE.
Expected Results of Activity(s)	1. Activities will contribute to the transition of COVID-19 investigation activities into routine public health practice. 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 SOW.

Measurement of Expected Results	1. CDPHE will tabulate data in CEDRS, EpiTrax, or other CDPHE-designated systems, on a regular basis, to track the Contractor's progress toward achieving the COVID-19 investigation activities outlined in this Statement of Work. 2. CDPHE will evaluate Contractor performance on a monthly basis at minimum.	
		Completion Date
Deliverables	1. The Contractor shall submit the Program Plan (including Surge, Testing, and Transition Plans) via email to the CDPHE Contract Monitor.	No later than 45 days after the execution of the contract
	2. The Contractor shall report COVID-19 outbreaks prioritized for investigation to the respective CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.	Within 1 working day of identifying the outbreak or as defined in updated CDPHE guidance
	3. The Contractor shall submit final outbreak report forms to the appropriate CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.	Within 2 weeks of the outbreak meeting closure criteria
	4. The Contractor shall submit a signed funding acknowledgement letter, using the CDPHE-provided	No later than 15 days after the execution of the contract

	template, via email to the CDPHE Contract Monitor.	
	5. The Contractor shall notify the CDPHE Contract Monitor via email of unobligated funds.	At any time during the contract period upon request from CDPHE.
	6. The Contractor shall respond to a monthly survey to report progress toward achieving response activities outlined in this SOW, via email from CDPHE.	No later than 45 days after each reporting month, to coincide with monthly submission of invoices

IV. ADDITIONAL PROVISIONS - Payment Structure

To receive compensation under the Purchase Order, the Contractor shall submit a signed Monthly Invoice Form. All contracts must use the Standard Invoice Reimbursement Form below for all reimbursement requests submitted to CDPHE. Please contact your CDPHE program representative with questions about how to use this form.
https://drive.google.com/file/d/10J4J_sFhQ4SQT_3N3mYKP05ChYRvFu90/view?usp=sharing ; the form is incorporated and made part of this statement of work by reference.

The Invoice Form must be submitted via email to the CDPHE Communicable Disease Branch Contract Monitoring email inbox (cdphe_dcphr_cdbcontracts@state.co.us) 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 Reimbursement and Invoice form and the Expenditure Details form into an electronic document. Email all pages of the Reimbursement Invoice form and Expenditures Details form to your Contract Monitor. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.



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

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.

VI. 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.

VII. 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.

VIII. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.



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

Contractor Name (Print) and Title

Contractor Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Sexual Health Initiative (Co

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant application - renewal. A signature is not needed yet.

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/22/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/19/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/19/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

CoSHI Implementation Plan

Agency applying:

Gunnison County Substance Abuse Prevention Project

County served:

Gunnison County

Name of primary contact:

Emily Mirza
emirza@gunnisoncounty.org
970-641-7612

Date: 09/28/2023

Street Address:

200 E. Virginia Ave
Gunnison, CO 81224

Summary:

Funding will be utilized for the Gunnison County Substance Abuse Prevention Project (GCSAPP,) a community coalition, to facilitate adult preparation programs and askable adult workshops in Gunnison County. The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance abuse by youth in Gunnison County in order for youth to be healthy, stable, and productively involved in their communities. Prevention work is not a siloed approach, when working on substance abuse prevention we are also working on bullying, sexual health, suicide prevention, and more. During the 2023-24 school year, GCSAPP staff will partner with the RE1-J school district to deliver comprehensive sexual education during health classes, as well as additional sessions delivered as one-day intensives offered intermittently throughout the year. GCSAPP staff will also facilitate adult preparation programs with 6th and 9th grade youth utilizing a social and emotional curriculum in the school through health classes. Youth will be taught skills in consent, friendships, communication, healthy relationships, dating, goal setting, stress management and coping. Program staff will facilitate askable adult workshops in the community to help parents, community members, and youth serving professionals build skills to have conversations about difficult topics.

Youth Comprehensive Sexual Health Education

- Youth in a school setting.

How many 10-14 year old youth do you intend to initiate services with during the grant year?

60

How many 15-19 year old youth do you intend to initiate services with during the grant year?

160

How many 10-14 year old youth do you anticipate will complete services within the current grant year?

50

How many 15-19 year old youth do you anticipate will complete services within the current grant year?

140

Proposed Curricula Implementation

Curricula	Age Range	Participants	Session Begins	Session Ends	Staff Responsible	Location
Get Real	10-14 years	60	September 2023	January 2024	Alex Stefan	RE1J School District
Get Real	15-19 years	100	September 2023	January 2024	Alex Stefan	RE1J
Get Real	15-19 years	60	January 2024	May 2024	Alex Stefan	RE1J

Intended outcomes of the program activities listed above:

Through partnering with the RE1J School District, we intend to co-facilitate the Get Real comprehensive sex education program. We will provide the Get Real resources and the facilitator to assist with implementation into grades 5, 8 and 9. Additional classes will also be offered at the Gunnison Library as one-day intensive courses, for students who either miss, opt-out or are doing online or home schooling. The intended outcome is to ensure accessible and comprehensive sexual health education to as many youth in the Gunnison Valley as possible each year. As a result, young people should feel more empowered to make informed health decisions about their own bodies through harm reduction strategies. Feedback and data will be collected using the Get Real pre and post surveys.

Adulthood Preparation Subjects

- Healthy Relationships (consent, friendships, communication dating)
- Adult-Child Communication (askable adult workshops, discussing sensitive topics)
- Healthy Life Skills (goal-setting, decision making, coping and stress management skills)

APS Activity	Age Range	Participants	Session Begins	Session Ends	Staff Responsible	Location
Healthy Relationships	10-14 years	70	September 2022	January 2023	High School Social Emotional Coordinator	Gunnison High School
Healthy Relationships	10-14 years	50	September 2022	January 2023	High School Social Emotional Coordinator	Crested Butte Secondary School
Healthy Relationships	15-19 years	90	January 2023	May 2023	High School Social Emotional Coordinator	Gunnison High School
Healthy Relationships	15-19 years	65	January 2023	May 2023	High School Social Emotional Coordinator	Crested Butte High School
Adult-Child Communication	20+ years	30	December 2022	December 2022	Youth Program Coordinator	Gunnison County
Adult-Child Communication	20+ years	30	February 2023	February 2023	High School Social Emotional Coordinator	Gunnison County
Adult-Child Communication	20+ years	30	May 2023	May 2023	High School Social Emotional Coordinator	Gunnison County
Adult-Child Communication	20+ years	30	May 2023	May 2023	High School Social Emotional Coordinator	Gunnison County
Healthy Life Skills	10-14 years	100	September 2022	January 2023	Middle School Social Emotional Coordinator	Gunnison Middle School
Healthy Life Skills	10-14 years	100	January 2023	May 2023	Middle School Social Emotional Coordinator	Gunnison Middle School

Intended outcomes of the program activities listed above:

Through the facilitation of the SES curriculum, youth will increase understanding of consent, healthy relationships, dating, and identify resources and trusted adults they can go to for support. Youth will have increased skills in goal setting, decision making, and coping/stress management. 9th grade youth will receive a curriculum with a heavier focus on healthy relationships while 6th grade on healthy life skills. Through the facilitation of askable adult workshops, parents, community members, and youth serving professionals will build skills to engage in difficult conversations with young people and how to better show up for young people. They will understand the resources in our community that support young people and how to connect them to the resources. We intend to continue to build more trusted adults in our community through a foundation of the PYD principles. Staff are already trained to facilitate PYD and Beyond the Birds and the Bees.

Recruitment & Retention

Describe your recruitment plan for youth involved in programming outlined above:

GCSAPP works in partnership with the Gunnison Watershed RE1-J school district to serve youth. Currently, GCSAPP staff are serving 6th and 9th grade youth weekly in health class. . GCSAPP staff will support and engage youth groups within the school district including the GSAs. Adults will be recruited through the GCSAPP coalition, parents of youth engaged in our programming, and through community partnerships with youth serving agencies, coaches, and the school district.

Describe your retention plan for youth involved in programming outlined above:

Youth in our district are required to attend one semester of health class in 6th and 9th grade therefore youth engagement will be retained through school requirements. Staff are trained in the principles of PYD and youth engagement to build trust and positive relationships which in turn strengthens youth retention rates. Parents of youth involved in our largest youth program, Choice Pass, are required to attend one education event annually which greatly increases retention.

Programmatic Barriers and Solutions

Please describe any potential barriers to implementation:

We are working with the middle school counselor at Crested Butte secondary school to teach healthy life skills in 6th grade health class. Due to political climate, there has been some community pushback against the implementation of comprehensive sex education in the school district.

Please describe proposed solutions to the potential barriers described above:

We are continuing to strengthen existing relationships and build new relationships with school staff to serve youth in class and other creative ways. Parent information nights are held to outline curriculum and health standards to create more transparency. Parents are also given the option to opt students out of sexual health classes if they feel the need to do so.



Tracking Form Tab Instructions

Enter each budgeted expense in the Monthly Tracking Tab for each month.

- ➡ The tracking form is **not required** to be filled out. Funded organizations may use this form to keep track of their monthly and year-to-date expenditures and contract balance for CoSHI
- ➡ Read the comments (red flags on certain cells) before completing; formulas are included to help prevent errors
- ➡ If a cell turns YELLOW, there is an error that you must fix before inputting into the Reimbursement Form Tab

Reimbursement Form Tab Instructions

Hover over any cell that has a RED FLAG in the corner for helpful hints on completing

Click on cell G5 to enter in the period (click and use the drop-down menu to select the Month and year - the invoice number will auto-populate)

Enter the monthly cost as well as the reimburseable amounts on each budget line for the period

- ➡ You can only enter in numbers in the cells that are in TEAL
- ➡ Do not copy and paste numbers from another spreadsheet or Quickbooks as there are usually rounding errors
- ➡ If the Total column turns YELLOW, there is an error and you must fix the error before submitting to CoSHI
- ➡ Once reviewed, the Reimbursement Form can be printed, signed, scanned and submitted via email, or it can be printed to pdf and then it can be digitally signed/certified and sent to the email below:

cdhs_coshi@state.co.us

Backup/source documentation should only be submitted when requested by CoSHI or CDHS Personnel

Please keep all of this documentation on file for at least three years after the end of the funding cycle

Budget Modification Instructions

CoSHI allows budget modifications to move money from one budgeted line item to another or to add additional budget lines.

- ➡ If you need to submit a budget modification, please use the Budget Modification Request on the TEAL Tab
- ➡ Programs may only submit 3 budget modifications through the contract year
- ➡ Only enter in data in cells that are TEAL
- ➡ If adding additional personnel lines, please submit job descriptions for the new personnel
- ➡ Once complete, please email us your budget modification in .xlsx or .xls format (PDF documents will not be accepted)

CoSHI will notify the program if the budget modification request has been approved or if additional information is needed.

Please send all budget modification requests to: cdhs_coshi@state.co.us



CoSHI

Colorado Sexual Health Initiative

VENDOR/GRANTEE NAME		Gunnison County	PROGRAM START DATE	10/01/2023
PURCHASE ORDER NUMBER		PO NUMBER	PROGRAM END DATE	09/30/2024
A. PERSONNEL				
Position Title (Direct Services Staff Only)		Job Duties Related to CoSHI Purchase Order	Program Budget	
1	Social Emotional Learning Coordinator	.8 FTW 25% (9hrs wk/52 wks)	\$12,636	
2				
			TOTAL PERSONNEL	\$12,636
B. FRINGE BENEFITS				
Position Title (Direct Services Staff Only)		Fringe Elements	Program Budget	
3	Social Emotional Learning Coordinator	.8 FTW 25% (9hrs wk/52 wks)	\$3,744	
			TOTAL FRINGE BENEFITS	\$3,744
C. TRAVEL (Out of State Travel)				
Line Item		Description	Program Budget	
4	Healthy Teen Network Conference	Airfare, lodging, per diem & incidentals	\$1,804	
			TOTAL TRAVEL	\$1,804
D. SUPPLIES (Office supplies, condoms, training materials)				
Line Item		Description	Program Budget	
5	Office Supplies	Supplies for program delivery to include books, notebooks, pens, and other paper products, cleaning supplies, hand sanitizers and other personal protective equipment.	\$550	
6	Training Materials & Supplies	Supplies for trainings and positive youth development activities such as art & craft supplies, program supplies, and barrier methods such as condoms and demonstration models used in programming.	\$1,900	
			TOTAL SUPPLIES	\$2,450
E. CONTRACTUAL				
Line Item		Description	Program Budget	
7			\$0	
			TOTAL CONTRACTUAL	\$0
F. OTHER				
Line Item		Description	Program Budget	
8	Local Travel (mileage, per diem, lodging)	Funds for local/ statewide travel expenses. This includes fieldtrips, entry fees, mileage, hotels and all travel related expenses for youth and staff engaged in CoSHI programming, and/or conferences/ training.	\$855	
9	Food for training and youth engagement	Funds for food and/or snacks to incentivize attendance at workshops and sessions facilitated by staff throughout the year.	\$1,200	
			TOTAL OTHER	\$2,055
			TOTAL OF DIRECT COSTS (A-F)	\$22,689
G. INDIRECT COST RATE				
Indirect Cost Rate				Indirect Costs
10	10% de Minimis Rate	10% of the total direct costs will be the indirect cost rate allowed.		\$2,269
			TOTAL INDIRECT COST RATE	\$2,269
TOTAL PROGRAM BUDGET				\$24,958

AWARD AMOUNT		\$24,958.00	MONTHLY TRACKING FORM										July is a good time to check the spending on each line. Use the Budget modification form to make any adjustments needed to spend each line to \$0.00 by September 30th.					
A. PERSONNEL																		
#	POSITION TITLE	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
1	Social Emotional Learning Coordinator	\$12,636	\$0.00	\$0.00											\$0.00	#VALUE!	#VALUE!	
2		\$0.00	\$0.00	\$0.00											\$0.00	\$0.00	#DIV/0!	
TOTAL PERSONNEL COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
B. FRINGE BENEFITS																		
#	POSITION TITLE	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
2	Social Emotional Learning Coordinator	\$3,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,744.00	0.00%	
TOTAL FRINGE		\$3,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,744.00	0.00%	
C. TRAVEL (Out of State Travel)																		
#	LINE ITEM	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
3	Healthy Teen Network Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
TOTAL TRAVEL COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
D. SUPPLIES (Office supplies, condoms, training materials)																		
#	LINE ITEM	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
5	Office Supplies	\$550.00	\$0.00	\$0.00											\$0.00	\$550.00	0.00%	
6	Training Materials & Supplies	\$1,900.00	\$0.00	\$0.00											\$0.00	\$1,900.00	0.00%	
TOTAL SUPPLIES		\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,450.00	0.00%	
E. CONTRACTUAL																		
#	LINE ITEM	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
7	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
TOTAL CONTRACTUAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
F. OTHER																		
#	LINE ITEM	BUDGET	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
8	Local Travel (mileage, per diem, lodging)	\$855.00	\$0.00	\$0.00											\$0.00	\$855.00	0.00%	
9	Food for training and youth engagement	\$1,200.00	\$0.00	\$0.00											\$0.00	\$1,200.00	0.00%	
TOTAL OTHER COSTS		\$2,055.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,055.00	0.00%	
TOTAL DIRECT COSTS (A-F)		\$8,249.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,249.00	0.00%	
G. INDIRECT COST RATE																		
#	INDIRECT RATE TYPE	INDIRECTS	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	YTD REQUEST	BALANCE	% BUDGET REQUESTED	
10	10% de Minimis Rate	\$2,269.00	\$0.00	\$0.00											\$0.00	\$2,269.00	0.00%	
TOTAL INDIRECT COSTS		\$2,269.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.00	0.00%	
TOTAL		\$10,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,518.00	0.00%	



CoSHI

Colorado Sexual Health Initiative

Reimbursement Form

Vendor Legal Name	GRANTEE/VENDOR	Reimbursement Period & No.	
CORE VCUST No.	VENDOR/CUSTOMER		
CORE Address Code	ADDRESS CODE	Total Reimbursement Request for Period	\$0.00
PO NUMBER	PO NUMBER		

A. PERSONNEL			
#	POSITION TITLE	BUDGETED AMT	REIMBURSEMENT AMOUNT
1	Social Emotional Learning Coordinator	\$12,636	
2	0	\$0	
TOTAL SALARY EXPENSES REQUESTED			\$0.00

B. FRINGE BENEFITS			
#	POSITION TITLE	BUDGETED AMT	REIMBURSEMENT AMOUNT
3	Social Emotional Learning Coordinator	\$3,744	
TOTAL FRINGE BENEFITS EXPENSES REQUESTED			\$0.00

C. TRAVEL (Out of State Travel)			
#	LINE ITEM	BUDGETED AMT	REIMBURSEMENT AMOUNT
4	Healthy Teen Network Conference	\$1,804	N/A
TOTAL TRAVEL EXPENSES REQUESTED			\$0.00

D. SUPPLIES (Office supplies, condoms, training materials)			
#	LINE ITEM	BUDGETED AMT	REIMBURSEMENT AMOUNT
5	Office Supplies	\$550	
6	Training Materials & Supplies	\$1,900	
TOTAL SUPPLIES EXPENSES REQUESTED			\$0.00

E. CONTRACTUAL			
#	LINE ITEM	BUDGETED AMT	REIMBURSEMENT AMOUNT
7	0	\$0	N/A
TOTAL CONTRACTUAL EXPENSES REQUESTED			\$0.00

F. OTHER			
#	LINE ITEM	BUDGETED AMT	REIMBURSEMENT AMOUNT
8	Local travel (mileage, per diem)	\$855	
9	Food for training and youth engagement	\$1,200	
TOTAL OTHER EXPENSES REQUESTED			\$0.00

TOTAL OF DIRECT COSTS (A-F)			\$0.00

G. INDIRECT COST RATE			
#	LINE ITEM	BUDGETED AMT	REIMBURSEMENT AMOUNT
10	10% de Minimis Rate	\$2,269	
TOTAL INDIRECT COST EXPENSES REQUESTED			\$0.00

TOTAL REIMBURSEMENT REQUESTED			\$0.00

TO BE SIGNED BY AUTHORIZED INDIVIDUAL			
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812			
Print Name	Title	Signature	Date

Budget Modification Request #1

Submitted Date:

Approved Date:

AWARDED BUDGET		\$24,958.00	Budget Modification Request		Current Budget Information		If approved	
Line #		Budgeted Amount	Amount Increase / Decrease	New Budgeted Amount	YTD Request	Balance Prior to Modification	Balance After Modification	Please provide a justification for any changes requested.
A. PERSONNEL								
1	Social Emotional Learning Coordinator	\$12,636		#VALUE!	\$0.00	\$0.00	#VALUE!	
2		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL PERSONNEL SALARY	\$0.00	\$0.00	#VALUE!	\$0.00	\$0.00	#VALUE!	
B. FRINGE								
3	Social Emotional Learning Coordinator	\$3,744.00		\$3,744.00	\$0.00	\$3,744.00	\$3,744.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL PERSONNEL FRINGE	\$3,744.00	\$0.00	\$3,744.00	\$0.00	\$3,744.00	\$3,744.00	
C. TRAVEL								
4	Healthy Teen Network Conference	\$1,804.00		\$1,804.00	\$0.00	\$0.00	\$1,804.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL TRAVEL	\$1,804.00	\$0.00	\$1,804.00	\$0.00	\$0.00	\$1,804.00	
D. SUPPLIES								
5	Office Supplies	\$550.00		\$550.00	\$0.00	\$550.00	\$550.00	
6	Training Materials & Supplies	\$1,900.00		\$1,900.00	\$0.00	\$0.00	\$1,900.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL SUPPLIES	\$2,450.00	\$0.00	\$2,450.00	\$0.00	\$550.00	\$2,450.00	
E. CONTRACTUAL								
7		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F. OTHER								
8	Local Travel (mileage, per diem, lodging)	\$855.00		\$855.00	\$0.00	\$855.00	\$855.00	
9	Food for training and youth engagement	\$1,200.00		\$1,200.00	\$0.00	\$1,200.00	\$1,200.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL OTHER	\$2,055.00	\$0.00	\$2,055.00	\$0.00	\$2,055.00	\$2,055.00	
INDRECT COSTS								
10	10% de Minimis Rate	\$2,269.00		\$2,269.00	\$0.00	\$2,269.00	\$2,269.00	
Total		\$12,322.00	\$0.00	#VALUE!	\$0.00	\$8,618.00	#VALUE!	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Peta

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a contract clarifying negotiated terms for Petar Simic's role as Cheatgrass and Habitat Coordinator, to now be effective for a 2-year period.

Fiscal Impact: 95,004 and 105,000, plus reimbursements/yr up to \$5,000

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/27/2023

County Attorney Review:



Required



Not Required

Comments:

Legally Sufficient. SO 9/27/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/27/2023

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/28/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 2nd day of October, 2023, 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 Petar Simic whose address is 106 S. 3rd Street, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Cheatgrass and Habitat Restoration as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on September 30, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Cheatgrass may degrade sagebrush shrublands, which are important habitats for the Gunnison sage-grouse, other wildlife species, and livestock. These habitats are vulnerable to noxious weed invasions in many ways, including increases in exotic annual grasses, diminishing critical food supply and cover, and changes to fire frequency intervals. The Contractor will coordinate and facilitate large scale, cross-boundary treatments to address cheatgrass and other noxious weed invasions to provide appropriate cover and food resources for Gunnison sage-grouse, other wildlife species, and livestock.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the first twelve months of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed eighty-five thousand and eight and No/100 U. S. Dollars (\$95,004) beginning on October 2, 2023. Payments to the Contractor in the amount of seven thousand nine hundred and seventeen and No/100 U.S. Dollars (\$7,917) shall be made on the last business day of each month by Gunnison County through September 2024. For months thirteen through twenty-four of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed one hundred five thousand and No/100 U. S. Dollars (\$105,000) beginning on October 1, 2024. For this part of the Term, payments to the Contractor in the amount of eight thousand seven hundred and fifty and No/100 U.S. Dollars (\$8,750) shall be made on the last business day of each month by Gunnison County through September 2024. Compensation for Contractor Services beginning after the first of the month or ending before the last day of the month will be prorated by business days worked.

The Contractor may also submit for reimbursement up to five thousand and No/100 U.S. Dollars (\$5,000) per year for the following items: training, relevant conferences, events and outreach, office space, and software licensing and tools.

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

This Agreement is subject to Gunnison County and other stakeholder partners making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. 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.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the

Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

Contractor: Petar Simic
106 S. 3rd Street
Gunnison, CO 81230

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

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

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

24. RECORDS.

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

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____
Petar Simic

APPENDIX “A”

SCOPE OF SERVICES

The overall goal of this project is to treat cheatgrass infestations and restore the sagebrush ecosystem on public and private lands across the Gunnison Basin.

The Cheatgrass and Habitat Restoration Coordinator (hereafter, “Coordinator”) will work closely with Project Team members to design and implement on-the-ground cheatgrass treatments and sagebrush restoration treatments across the Upper Gunnison Basin. Specifically, the Coordinator will design treatments, select locations for treatment, determine supplies needed, facilitate project logistics and serve as technical supervisor during the treatments and restoration actions. Additionally, the Coordinator will work on native forb and shrub seed collections, finding a suitable location to grow native seed, and reseeding areas as part of an integrated pest management approach and sagebrush rangelands restoration. The Coordinator will also work on education, outreach, and other activities to promote the prevention of further invasive species spread in the Gunnison Basin.

Contractor shall perform and provide the following services:

1. Collaboratively prioritize the most important sites needing treatment across the Basin. In addition to utilizing information from remote sensing and mapping projects of the current extent of cheatgrass in the Gunnison Basin, the Coordinator will develop and apply criteria to inform prioritization with input from numerous stakeholders and incorporate local knowledge.
2. Build local capacity for creating an enduring, long-standing program to continue these methods through training, volunteer base development for hand pulling events, outreach events and education programs.
3. Treatment objectives are to: a) treat infestations of cheatgrass in priority areas; b) reduce the expansion of cheatgrass into new areas by public education campaigns and equipment such as bike wash and boot kick stations; c) engage in cross-boundary treatments including private lands; and d) use an integrated pest management approach, such as reseeding appropriate sites post-treatment.
4. Develop a long-term monitoring program to determine ecological response to the restoration project activities and to help determine if adaptive management is needed.
5. Keep up to date on effective techniques, best practices, and current research for cheatgrass treatment, sagebrush restoration, and collaborative conservation.
6. Share tools, methods, and findings with other groups working to conserve vulnerable sagebrush watersheds and sage-grouse populations in similar ecosystems.
7. Secure additional funding for projects and future capacity via grant applications.
8. Recruit, coordinate, and oversee contractors completing cheatgrass treatments and sagebrush restoration.

Tasks and Timeline: Coordinator (estimated time in parentheses; note dates subject to change pending weather):

The details of the tasks and work plan will be finalized in collaboration with stakeholders.

1. Stakeholders will work with the Coordinator on priority project areas. The Coordinator will conduct field work and provide written summary of project design treatments, including identifying problems, developing objectives, characterizing the treatment site, determining locations, treatment methods, estimating materials needed, estimating costs of materials, and documenting details using GPS starting in April/May, depending on weather.
2. Ensure and oversee the timely application of herbicides in June – November. Herbicide applications may be with a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. The Coordinator will plan and implement multi-agency, cross-boundary cheatgrass treatments and potentially leverage and coordinate with agencies completing other noxious weed treatments.
3. Investigate additional treatment opportunities, including cultural and mechanical practices, fertilizers, bio-control, and other aspects of an integrated pest management approach.
4. Coordinate community activities such as seed collections, reseeding to restore sites, and hand-pulling cheatgrass to promote an integrated pest management approach. Community activities may be completed as opportunities arise.
5. Establish baseline and repeat measurements with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Field work will occur April through November as appropriate and as conditions allow, and analysis and reports will be completed in November through March.
6. Grant applications will be completed November through March, or at other times as appropriate, to secure funds for projects and capacity. Applications will be completed in coordination with stakeholders.
7. Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.
8. Develop and implement a proactive cheatgrass communications strategy. Opportunities could include internal communications to stakeholders, external communications to generate a broad public understanding of the issue, talks at conferences, a multi-media approach (including social media), cheatgrass education for the public and practitioners (i.e., bringing in researchers and practitioners for webinars, talks, workshops), or partnering with Western Colorado University and other stakeholders to help create a

public interface for progress reporting. Community outreach could include K-12 school presentations (4-H, Taylor Challenge, Water Festival, Mill Creek Youth Summit, AgVenture), community pull days, a booth at the farmer's market, Gunnison Sage-Grouse Summit or Festivals, or at local recreation events such as the Sageburner, Growler, and other permitted recreational events.

9. Stay updated on innovations in cheatgrass management throughout the western United States. Build partnerships with companies and conduct background research on herbicides and other treatment technologies (fertilizers, bio-control, mechanical and cultural practices, seeding, etc) and mapping techniques. Develop and update a Best Management Practice document for this information to guide efficacy and reduce risk.
10. Recruit, train, and supervise herbicide applicators to build certified applicator capacity in personnel able to spray cheatgrass in the Gunnison Basin.
11. Coordinate seed collections of Gunnison Basin native grasses, forbs, and shrubs such as sagebrush. Coordinate seed storage, planting, and growing operations between Colorado Parks and Wildlife and Bureau of Land Management storage facilities and potential use of the Western Colorado University greenhouse.
12. Coordinate seeding and planting events in post-treatment sites, tied with cheatgrass treatments and other disturbances such as road decommissioning.

Products:

1. Develop a repository for project records. Work with partners and land management agencies to capture and/or assist in writing pre-project implementation plan(s) documenting objectives and rationale, methods and treatment types, monitoring and assessment methods (e.g. photo points, vegetation sampling, etc.), GPS locations and spatial data (e.g. shapefiles and geo-databases for infestations and treatment areas), supplies needed, timelines, and project participants (agencies and contractors involved including contractor bids) to prepare for field implementation. Ensure appropriate environmental clearances (e.g. NEPA) has been documented.
2. Summarize results with an annual report and public communications. Analyze monitoring data to make recommendations for future work. Include information and education campaigns, summary of sites, treatment design, monitoring program protocol and results, lessons learned.
3. Create and regularly maintain database of certified applicators and other contractors willing to work on cheatgrass projects in the Gunnison Basin.
4. Track accomplishments and monitoring data in the Gunnison Sage-Grouse Conservation Efforts Database (CED). Facilitate the addition of treatment data from other agencies. Input data annually.

Skills and Education:

1. A State of Colorado's Department of Agriculture Qualified Supervisor license. If the applicant does not currently have a Qualified Supervisor license, they must be willing to obtain a reciprocal license or work towards obtaining a Certified Operator license within

one year of being hired for the position, and subsequently a Qualified Supervisor license if contract is extended beyond the first year.

This position will be dynamic and evolving. Services, tasks or products beyond the scope or work outlined in this contract may be determined by or amended by the Project Team and Coordinator.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 3rd-2nd day of October, 2023², 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 Petar Simic whose address is 106 S. 3rd Street, Gunnison, CO 81230 (herein “Contractor”).

Formatted: Superscript

RECITALS

The Contractor desires to provide professional services regarding Cheatgrass and Habitat Restoration as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on September 30²⁹, 2025³, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Cheatgrass may degrade sagebrush shrublands, which are important habitats for the Gunnison sage-grouse, other wildlife species, and livestock. These habitats are vulnerable to noxious weed invasions in many ways, including increases in exotic annual grasses, diminishing critical food supply and cover, and changes to fire frequency intervals. The Contractor will coordinate and facilitate large scale, cross-boundary treatments to address cheatgrass and other noxious weed

invasions to provide appropriate cover and food resources for Gunnison sage-grouse, other wildlife species, and livestock.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the ~~first twelve months of the~~ Term, Gunnison County shall pay Contractor fees as more specifically not to exceed eighty-five thousand and eight and No/100 U. S. Dollars (\$985,004~~8~~) ~~annually beginning on October 2, 2023~~. Payments to the Contractor in the amount of seven thousand ~~nine hundred and eighty-four~~seventeen and No/100 U.S. Dollars (\$7,084~~9~~17) shall be made on the last business day of each month by Gunnison County ~~through September 2024~~. ~~For months thirteen through twenty-four of the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed one hundred five thousand and No/100 U. S. Dollars (\$105,000) beginning on October 1, 2024. For this part of the Term, payments to the Contractor in the amount of eight thousand seven hundred and fifty and No/100 U.S. Dollars (\$8,750) shall be made on the last business day of each month by Gunnison County through September 2024.~~ Compensation for Contractor Services beginning after the first of the month or ending before the last day of the month will be prorated by business days worked.

~~The Contractor may also submit for reimbursement up to five thousand and No/100 U.S. Dollars (\$5,000) per year for the following items: training, relevant conferences, events and outreach, office space, and software licensing and tools.~~

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

~~In addition, for the first twelve (12) months of the Contractor agreement, United States Fish and Wildlife will provide a vehicle, fifty (50) gallon truck bed water tank, and twenty four (24) gallon spill/utility tray.~~

This Agreement is subject to Gunnison County and other stakeholder partners making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state

that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

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

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

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision

is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts,

errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

8. DISCRIMINATION.

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

9. 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.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

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

construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

Gunnison County: County Manager

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

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

Contractor: Petar Simic
106 S. 3rd Street
Gunnison, CO 81230

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS.

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

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____
Petar Simic

APPENDIX “A”

SCOPE OF SERVICES

The overall goal of this project is to treat cheatgrass infestations and restore the sagebrush ecosystem on public and private lands across the Gunnison Basin.

The Cheatgrass and Habitat Restoration Coordinator (hereafter, “Coordinator”) will work closely with Project Team members to design and implement on-the-ground cheatgrass treatments and sagebrush restoration treatments across the Upper Gunnison Basin. Specifically, the Coordinator will design treatments, select locations for treatment, determine supplies needed, facilitate project logistics and serve as technical supervisor during the treatments and restoration actions. Additionally, the Coordinator will work on native forb and shrub seed collections, finding a suitable location to grow native seed, and reseeding areas as part of an integrated pest management approach and sagebrush rangelands restoration. The Coordinator will also work on education, outreach, and other activities to promote the prevention of further invasive species spread in the Gunnison Basin.

Contractor shall perform and provide the following services:

1. Collaboratively prioritize the most important sites needing treatment across the Basin. In addition to utilizing information from remote sensing and mapping projects of the current extent of cheatgrass in the Gunnison Basin, the Coordinator will develop and apply criteria to inform prioritization with input from numerous stakeholders and incorporate local knowledge.
2. Build local capacity for creating an enduring, long-standing program to continue these methods through training, volunteer base development for hand pulling events, outreach events and education programs.
3. Treatment objectives are to: a) treat infestations of cheatgrass in priority areas; b) reduce the expansion of cheatgrass into new areas by public education campaigns and equipment such as bike wash and boot kick stations; c) engage in cross-boundary treatments including private lands; and d) use an integrated pest management approach, such as reseeding appropriate sites post-treatment.
4. Develop a long-term monitoring program to determine ecological response to the restoration project activities and to help determine if adaptive management is needed.
5. Keep up to date on effective techniques, best practices, and current research for cheatgrass treatment, sagebrush restoration, and collaborative conservation.
6. Share tools, methods, and findings with other groups working to conserve vulnerable sagebrush watersheds and sage-grouse populations in similar ecosystems.
7. Secure additional funding for projects and future capacity via grant applications.
8. Recruit, coordinate, and oversee contractors completing cheatgrass treatments and sagebrush restoration.

Tasks and Timeline: Coordinator (estimated time in parentheses; note dates subject to change pending weather):

The details of the tasks and work plan will be finalized in collaboration with stakeholders.

1. Stakeholders will work with the Coordinator on priority project areas. The Coordinator will conduct field work and provide written summary of project design treatments, including identifying problems, developing objectives, characterizing the treatment site, determining locations, treatment methods, estimating materials needed, estimating costs of materials, and documenting details using GPS starting in April/May, depending on weather.
2. Ensure and oversee the timely application of herbicides in June – November. Herbicide applications may be with a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. The Coordinator will plan and implement multi-agency, cross-boundary cheatgrass treatments and potentially leverage and coordinate with agencies completing other noxious weed treatments.
3. Investigate additional treatment opportunities, including cultural and mechanical practices, fertilizers, bio-control, and other aspects of an integrated pest management approach.
4. Coordinate community activities such as seed collections, reseeding to restore sites, and hand-pulling cheatgrass to promote an integrated pest management approach. Community activities may be completed as opportunities arise.
5. Establish baseline and repeat measurements with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Field work will occur April through November as appropriate and as conditions allow, and analysis and reports will be completed in November through March.
6. Grant applications will be completed November through March, or at other times as appropriate, to secure funds for projects and capacity. Applications will be completed in coordination with stakeholders.
7. Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.
8. Develop and implement a proactive cheatgrass communications strategy. Opportunities could include internal communications to stakeholders, external communications to generate a broad public understanding of the issue, talks at conferences, a multi-media approach (including social media), cheatgrass education for the public and practitioners (i.e., bringing in researchers and practitioners for webinars, talks, workshops), or partnering with Western Colorado University and other stakeholders to help create a

public interface for progress reporting. Community outreach could include K-12 school presentations (4-H, Taylor Challenge, Water Festival, Mill Creek Youth Summit, AgVenture), community pull days, a booth at the farmer's market, Gunnison Sage-Grouse Summit or Festivals, or at local recreation events such as the Sageburner, Growler, and other permitted recreational events.

9. Stay updated on innovations in cheatgrass management throughout the western United States. Build partnerships with companies and conduct background research on herbicides and other treatment technologies (fertilizers, bio-control, mechanical and cultural practices, seeding, etc) and mapping techniques. Develop and update a Best Management Practice document for this information to guide efficacy and reduce risk.
10. Recruit, train, and supervise herbicide applicators to build certified applicator capacity in personnel able to spray cheatgrass in the Gunnison Basin.
11. Coordinate seed collections of Gunnison Basin native grasses, forbs, and shrubs such as sagebrush. Coordinate seed storage, planting, and growing operations between Colorado Parks and Wildlife and Bureau of Land Management storage facilities and potential use of the Western Colorado University greenhouse.
12. Coordinate seeding and planting events in post-treatment sites, tied with cheatgrass treatments and other disturbances such as road decommissioning.

Products:

1. Develop a repository for project records. Work with partners and land management agencies to capture and/or assist in writing pre-project implementation plan(s) documenting objectives and rationale, methods and treatment types, monitoring and assessment methods (e.g. photo points, vegetation sampling, etc.), GPS locations and spatial data (e.g. shapefiles and geo-databases for infestations and treatment areas), supplies needed, timelines, and project participants (agencies and contractors involved including contractor bids) to prepare for field implementation. Ensure appropriate environmental clearances (e.g. NEPA) has been documented.
2. Summarize results with an annual report and public communications. Analyze monitoring data to make recommendations for future work. Include information and education campaigns, summary of sites, treatment design, monitoring program protocol and results, lessons learned.
3. Create and regularly maintain database of certified applicators and other contractors willing to work on cheatgrass projects in the Gunnison Basin.
4. Track accomplishments and monitoring data in the Gunnison Sage-Grouse Conservation Efforts Database (CED). Facilitate the addition of treatment data from other agencies. Input data annually.

Skills and Education:

1. A State of Colorado's Department of Agriculture Qualified Supervisor license. If the applicant does not currently have a Qualified Supervisor license, they must be willing to obtain a reciprocal license or work towards obtaining a Certified Operator license within

one year of being hired for the position, and subsequently a Qualified Supervisor license if contract is extended beyond the first year.

This position will be dynamic and evolving. Services, tasks or products beyond the scope or work outlined in this contract may be determined by or amended by the Project Team and Coordinator.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's signature; U.S.

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the final HUD Full Mark-to-Market Renewal Contract for Housing Assistance Payments at Mountain View Apartments

Fiscal Impact:

Submitted by: M. Bollig for Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 9/27/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/28/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/28/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/28/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 10/3/2023

U.S. Department of Housing and Urban Development
Office of Affordable Housing Preservation

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
FULL MARK-TO-MARKET RENEWAL CONTRACT

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Full Mark-To-Market Renewal Contract. The instructions are not part of the Renewal Contract

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**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

FULL MARK-TO-MARKET RENEWAL CONTRACT¹

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: CO99H001099

Section 8 Project Number of Expiring Contract: CO99H001099

FHA Project Number: 10135339

Project Name: Mountain View Apartments

Project Description³

317 N Spruce Gunnison, CO 81230

UEI #: NSN9FAGKEDJ9

TYPE OF RENEWAL

☐ Check this box for a project renewed under Section 515(a) of MAHRA

Full Mark-To-Market Renewal Contract
REV 03-15-2012

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Colorado Housing and Finance Authority

Address of Contract Administrator

1981 Blake Street

Denver, Colorado 80202

Name of Owner⁵

Gunnison County Housing Authority

Address of Owner

200 E Virginia Ave
Gunnison, CO 81230

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a** The Renewal Contract begins on 11/1/2023⁶ and shall run for a period of Ten⁷ years.
- b** Execution of the Renewal Contract is an obligation by HUD of \$100⁸ an amount sufficient to provide housing assistance payments for approximately Two⁹ months of the first annual increment of Renewal Contract term.
- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such

Full Mark-To-Market Renewal Contract
REV 03-15-2012

additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

- d** Owner hereby acknowledges and agrees that it will accept any offer of renewal or extension of the Renewal Contract if the offer is in accordance with the terms and conditions specified in the Restructuring Commitment. Section 8 housing assistance payments to the Owner during the Renewal Contract term shall only be made from budget authority appropriated by the Congress and available for this purpose.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. The Restructuring Commitment, HUD regulations and other requirements, including amendments to the Restructuring Commitment and changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing designated in section 1 of the Renewal Contract.

Restructuring Commitment. That certain executed Restructuring Commitment previously entered into by Owner and Contract Administrator in connection with the Owner's participation in the Mark-to-Market Program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1)** The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2)** If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 10 (HUD requirements), section 11 (statutory changes during term) and section 12 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 515(a) of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire or terminate prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a** Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b** Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

- (1) Identification of contract units by size and applicable contract rents;
- (2) The amount of the monthly contract rents;
- (3) Contract rent adjustments; and
- (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and, by this reference, is hereby made a part of the Renewal Contract.

b Contract rent adjustments

(1) OCAF

During the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by using an OCAF.

(2) Procedure for rent adjustments during renewal term

- (a) To adjust contract rents during the term of the Renewal Contract, the Contract Administrator shall give the Owner

notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

- (b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c) If this box is checked _____, the initial contract rent, as stated in Exhibit A, constitutes an exception rent based on the actual and projected costs of operating the Project, as provided under section 514(g)(3) of MAHRA. Actual market rents are:

1br:

2br:

3br:

4br:

Should the Project anytime during the term of the Renewal Contract receive other government assistance, including but not limited to any loan, grant, credit, tax benefit, or any other form of direct or indirect assistance such as tax credits under Federal, State or local law, the Owner shall provide HUD with written notice, no more than 30 days following receipt of notification from the governmental authority issuing the assistance that such assistance has been or will be awarded. The written notice will identify the type and amount of the assistance awarded, the government entity providing such assistance, and the date of the award. HUD will review the underwriting projections resulting from the receipt of other government assistance, and if HUD determines that Project operating expenses, debt service, and/or required replacement reserve contributions will decrease as a result of the Project's receipt of other government assistance, HUD may adjust the contract rents downward to the greatest of the following:

- Actual market rents as noted above, adjusted upwards using the appropriate OCAF adjustment factor, compounded annually from the origination date of the renewal contract, per HUD guidelines;
- Revised exception rent after applying the other government assistance, which is determined to decrease operating expenses, debt service, and/or required replacement reserve contribution; and
- Market rents that reflect improvements to the Project (as improved rents) resulting from the application of the additional government assistance, not to exceed the contract rent then in effect. The owner must submit to HUD a rent comparability study (RCS) prepared (at the owner's expense) in accordance with HUD requirements. HUD will have sole discretion to review and adjust the rents provided in the RCS to eliminate upward adjustments attributable to improvements that exceed the M2M Program's non-luxury standard. The rent comparability study must be submitted to HUD along with the notification of the award of the other governmental assistance.

If the additional government assistance is provided in conjunction with a transaction requiring prior HUD approval, such as, an assumption/subordination of Mark-to-Market debt, a TPA, or the approval of a new FHA insured first mortgage, the owner must notify the HUD official approving that transaction of the requirements of this Section. No additional notification of HUD or the Section 8 Contract Administrator staff will be required.

If new secured debt and/or tax credit equity is involved, the owner shall submit pro-forma estimates of the operating expenses, debt service, and replacement

reserves that will be required after the application of the additional government assistance. These estimates will be reviewed by HUD in its process of determining a possible contract rent adjustment.

(d) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(3) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS

- a** The Owner shall comply with HUD's Physical Condition Standards and Inspection Requirements of 24 CFR part 5, subpart G,

including any changes in the regulations and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

- b** The Owner shall comply with HUD's Uniform Financial Reporting Standards of 24 CFR, part 5, subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.
- c** This section 9 of the Renewal Contract shall not be construed to limit the requirements referred to in section 10 of the Renewal Contract.

10 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, the Restructuring Commitment, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

11 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

12 PHA DEFAULT

- a** This section 12 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal

Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.

- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the

other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract Administrator

Name of Contract Administrator (Print)

Colorado Housing and Finance Authority

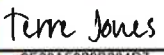
DocuSigned by:
By: 
382E9EC8344C49A
Signature of authorized representative

D. Brian Miller, Director, Asset Management Division

Name and official title (Print)

Date 9/27/2023

U.S. Department of Housing and Urban Development

DocuSigned by:
By: 
9E00AF020B284D7
Signature of authorized representative

Eileen Hearty, Asset Management Division Director/Satellite Office Coordinator,
U.S. Department of Housing and Urban Development, Multifamily West Region/
Denver Satellite Office, 8AHMLAP

Name and official title (Print)

Date 9/27/2023

Owner

Name of Owner (Print)

Gunnison County Housing Authority

DocuSigned by:
By: 
8F57D9F8AE8C483
Signature of authorized representative

Matthew Birnie County Manager

Name and title (Print)

Full Mark-To-Market Renewal Contract
REV 03-15-2012

Date 9/27/2023

EXHIBIT A**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Contract Rent
25	1	806	0	806
3	2	976	0	976

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

¹ This form of Renewal Contract must be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract in accordance with HUD requirements and Section 515(a) of MAHRA.

This form may **not** be used for: Interim Mark-To-Market Renewals; Watch List Renewals; Basic Renewals; Mark-Up-To-Market Renewals; nor Portfolio Reengineering Demonstration or Preservation Renewals.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter a whole number of years.

⁸ Enter the amount of funding obligated.

⁹ Enter a whole number of months.

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDINGFor (Check one): ☐ Initial Renewal ☒ Subsequent Renewal ☐ Amend Rent/BA Only

Section 8 Contract Number: CO99H001099

Current Contract Expires on: 10/31/2023

Owner Name: Gunnison County Housing Authority

Project Name: Mountain View Apartments

Project Location: 317 N Spruce, Gunnison, CO, 81230

FHA Project Number: 10135339

**IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND
APPLICABLE CONTRACT RENTS**

Rent Effective date: 11/1/2023

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
25	1	\$806	\$0	\$806
3	2	\$976	\$0	\$976

FUNDING

BUDGET AUTHORITY INCREASE: \$100

Contract/Renewal Effective Date: 11/1/2023

Expiration Date: 10/31/2033

For HUD Use Only:**Notice to Owner executed by: HUD or CONTRACT ADMINISTRATOR****PBCA NAME**

By: _____

DocuSigned by:

(Signature)

D. Brian Miller

(Printed Name)

Director, Asset Management Division

(Official Title)

9/27/2023

(Date)

Part G – Information on Mortgagor Entity

Name of Entity

Gunnison County Housing Authority

Type of Entity

☐ Individual
 ☐ General Partnership
 ☐ Joint Tenancy/Tenants in Common
 ☒ Other (specify) Governmental
☐ Corporation
 ☐ Limited Partnership
 ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jonathan Houck, Chairperson

Name and Title

Liz Smith, Vice-Chairperson

Name and Title

Laura Puckett Daniels, Commissioner

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Matthew Birnie, County Manager

Authorized Official's Signature

DocuSigned by:

Matthew Birnie

DF57D9FBAE8C463...

9/27/2023

Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

HAP Contract Number

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

Director, Housing Management Division Signature

DocuSigned by:

3M2E3EC9944C49A...

9/27/2023

Date (mm/dd/yyyy)

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: CO99H001099
Project Name: Mountain View Apartments
FHA Project Number (if applicable): 10135339
Effective Date of the Rent Increase (if applicable): 11/1/2023

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
25	1	806	0	806
3	2	976	0	976

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Certificate Of Completion

Envelope Id: 4DE2DE9E413E48B38C3520D7A4D2C0DE

Status: Completed

Subject: URGENT:Complete with DocuSign: CO99H001099 - Mountain View Apts - Please return by 2pm MST 9/27/2023

Source Envelope:

Document Pages: 23

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Shawna Argenziano

AutoNav: Enabled

11493 Sunset Hills Rd

EnvelopeId Stamping: Enabled

11493 Sunset Hills Rd

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ruston, VA 20190

Shawna.Argenziano@hud.gov

IP Address: 170.97.67.112

Record Tracking

Status: Original

Holder: Shawna Argenziano

Location: DocuSign

9/27/2023 7:40:16 AM

Shawna.Argenziano@hud.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: HSG - Multifamily

Location: DocuSign

Signer Events

Andy Proctor

andy@proctorhousing.com

Security Level: Email, Account Authentication
(None)**Signature****Completed**

Using IP Address: 172.56.120.202

Signed using mobile

Timestamp

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Signed: 9/27/2023 11:20:37 AM

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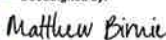
Matthew Birnie

Mbirnie@gunnisoncounty.org

County Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:


DFS7D9FBAE8C463

Signature Adoption: Pre-selected Style

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Signed: 9/27/2023 1:03:04 PM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2023 1:02:49 PM

ID: c1009119-c6d5-478b-b040-327d21e34da0

Amy Karlstrum

akarlstrum@chfainfo.com

Security Level: Email, Account Authentication
(None)**Completed**

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Signed: 9/27/2023 1:03:46 PM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2023 1:03:40 PM

ID: b60bab6b-900b-443a-baeb-7612d7fb019

Brian Miller

bmiller@chfainfo.com

Director, Asset Management

Security Level: Email, Account Authentication
(None)

DocuSigned by:


3B2E3EC9944C40A

Signature Adoption: Uploaded Signature Image

Using IP Address: 192.30.123.14

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Signed: 9/27/2023 1:05:31 PM

Electronic Record and Signature Disclosure:

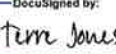
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Signer Events

Terre Jones
Terre.l.jones@hud.gov
Branch Chief
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Timestamp

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Electronic Record and Signature Disclosure:

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den.funding
den.funding@hud.gov
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 170.97.91.21

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Signed: 9/27/2023 1:34:06 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ft. Worth Accounting
FWAC-HSNGSubsidies@hud.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/27/2023 1:34:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	9/27/2023 1:32:40 PM
Signing Complete	Security Checked	9/27/2023 1:34:06 PM
Completed	Security Checked	9/27/2023 1:34:10 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Multifamily (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Multifamily:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusignrequest@hud.gov

To advise Multifamily of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusignrequest@hud.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Multifamily

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusignrequest@hud.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Multifamily

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusignrequest@hud.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Multifamily as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Multifamily during the course of your relationship with Multifamily.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Whetstone Industrial Park Covenants Am

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Whetstone Industrial Park is located in Section 18, T.14Ss, R.85Ws and also in Section 13, T.14S., R86W of the 6th P.M.

Fiscal Impact:

Submitted by: Sean Pope

Submitter's Email Address: spope@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Appears legally sufficient. ASFR 9.28.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 9/28/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/28/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 10

Agenda Date: 10/3/2023

To: Board of County Commissioners

RE: LUC-23-00033 | Covenant Amendment| Whetstone Industrial Park Covenant Amendment

Date: September 26, 2023

The Applicant, Whetstone Industrial Park Lot Owners Association, Inc., represented by Jacob With and Marcus Lock, are requesting an amendment to the Whetstone Industrial Park Covenants, as shown in Exhibit A. The covenant amendment allows for fences to be constructed outside of the designated building envelope with approval from the Board of Directors. This is consistent with County regulations, as fences are permitted to be constructed outside of designated Building Envelopes.

The *Second Amendment to Amend and Restated Declaration of Protective Covenants* was reviewed by planning staff and the County Attorney's Office on August 2nd, 2023 and was found to comply with the standards of [Land Use Resolution](#) Section 5-103: *Standards for Approval of Administrative Review Projects*. The application complies with the applicable standards and is consistent with the Standards set forth in the LUR.

Thank you,

Sean Pope

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00033. Click on "Attachments".

A. *Second Amendment to Amend and Restated Declaration of Protective Covenants*

**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
WHETSTONE INDUSTRIAL PARK**

This Second Amendment to Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park (this "Second Amendment") is adopted upon the affirmative vote and written consent of the owners of two-thirds or more of the Lots and the written approval of the Board of County Commissioners of Gunnison County, Colorado and amends that certain Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park as recorded at reception number 658375¹ as amended by that certain First Amendment to Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park as recorded at reception number 690995 (as amended, the "Covenants"). Capitalized terms used in this Second Amendment that are not defined in this Second Amendment shall have the meaning set forth in the Covenants. **This Second Amendment shall be indexed in the grantee's index in the name of Whetstone Industrial Park and in the name of Whetstone Industrial Park Lot Owners Association Inc., and in the grantor's index in the name of Whetstone Industrial Park Lot Owners Association Inc. and each of the individual Owners that executed an approval as recorded herewith.** The Covenants are amended as follows:

1. Section 2 of Article 6 of the Covenants is amended and restated as follows:

Section 2 Building Envelope. Except for fences, landscaping, driveways, gates and related security infrastructure, all Buildings and other Improvements, including without limitation all primary structures and detached structures shall be located within the designated Building Envelope of the Lot (see sheet 3 of the Plat). All septic systems shall be designed, installed and maintained so as to comply with all applicable setbacks. All activities will be conducted in such a manner as to not cause damage to any septic system that is in use. Lateral and rear fencing for a Lot may be located on the property lines for the Lot, and if approved by the Board of Directors, front fencing and related security infrastructure may be located outside the building envelope but no closer than five feet to the front property line of a Lot. No Buildings or Improvements, except driveways, may be located within any easement unless approved by the holder of the easement.

2. Section 2, paragraph B. of Article 8 of the Covenants is amended and restated as follows:

B. Except as provided in Article 6, Section 2 of these Covenants, all Buildings and other Improvements must be within the Building Envelope and comply with the setbacks from lot lines and roads as set forth in the LUR. Any

¹ References to recorded documents are to documents recorded in the real property records of Gunnison County, Colorado.

excavation, except as approved by the Association and, as applicable
Gunnison County, is prohibited.

Except as set forth above, the Covenants remain in full force and effect and are not
otherwise amended by this Second Amendment.

Executed this 5th day of September, 2023.

Whetstone Industrial Park Lot Owners
Association, Inc.

By: 
William J. Lacy, Jr., Secretary

CERTIFICATION

I, William J. Lacy, Jr., as Secretary of Whetstone Industrial Park Lot Owners
Association, Inc., a Colorado non-profit corporation, hereby certify that pursuant to C.R.S.
§ 38-33.3-217 and the Covenants, this Second Amendment is adopted upon the affirmative
vote and written consent of the owners of two-thirds or more of the Lots and the written
approval of the Board of County Commissioners of Gunnison County, Colorado. A copy
of the written consent of the Owners and a copy of the written approval of the Board of
County Commissioners of Gunnison County, Colorado are included with this Second
Amendment.

Whetstone Industrial Park Lot Owners
Association, Inc.

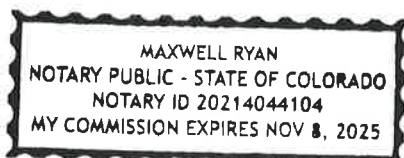
By: 
William J. Lacy, Jr., Secretary

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

This document was acknowledged before me this 5th day of September, 2023, by
William J. Lacy, Jr. as Secretary of Whetstone Industrial Park Lot Owners Association, Inc.
Witness my hand and official seal.

My commission expires: Nov. 8th, 2025.


Notary Public



WHETSTONE INDUSTRIAL PARK WRITTEN BALLOT AND CONSENT

The Whetstone Industrial Park subdivision is subject to those Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park as recorded in the real property records of Gunnison County, Colorado at reception number 658375 as amended by document recorded at reception number 690995 (as amended, the "Covenants"). In accordance with C.R.S. § 38-33.3-217 and the Covenants, the Covenants may be amended only upon the written consent or vote of owners of two-thirds or more of the Lots in the subdivision. The Board of Directors of the Whetstone Industrial Park Lot Owners Association, Inc. (the "Association") is requesting your vote on this matter. Because there are 17 Lots in the subdivision, this means that the owners of at least 12 Lots must vote in favor of and consent to the proposed amendment for it to pass. A quorum for normal business of the Association is 4 members, but 12 affirmative votes and consents are required for this matter to pass. Please review the proposed amendment carefully.

To be counted your written ballot must be returned no later than September 1, 2023 and must be returned to the Association at the offices of Law of the Rockies, 525 N. Main Street, Gunnison, CO 81230, by email to jw@lawoftherockies.com, or by DocuSign or other electronic signature provided by Law of the Rockies at your request. Your consent and ballot may be by electronic signature. If you vote in favor of the amendment you are also providing your written consent to the amendment.

The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: ALPINE LUMBER COMPANY
Signature(s) of Owners: [Signature] HANNA TANA CEO
Lot No(s): 1, 2, 3, 4
Date: 8/19/23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

WHETSTONE INDUSTRIAL PARK WRITTEN BALLOT AND CONSENT

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The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: SB LAND HOLDINGS LLC

Signature(s) of Owners: _____

Lot No(s): 5A

Date: 8/31/2023

DocuSigned by:

0403D81A741A473...

Stewart Hunter, Manager Member

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

WHETSTONE INDUSTRIAL PARK WRITTEN BALLOT AND CONSENT

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The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: HUNTER FAMILY REAL ESTATE LTD

Signature(s) of Owners:  DocuSigned by: Stewart Hunter

Lot No(s): 7A X

Date: 8/31/2023 0403D81A741A473...

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**WHETSTONE INDUSTRIAL PARK
WRITTEN BALLOT AND CONSENT**

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FOR AMENDMENT: X

AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: DNA RANCH LLC
Signature(s) of Owners: [Signature] MEMBER
Lot No(s): 8
Date: 8/13/2023

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**WHETSTONE INDUSTRIAL PARK
WRITTEN BALLOT AND CONSENT**

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The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: METROPLEX ACOUSTICAL INC.

Signature(s) of Owners:  G.M. DARDEN PRESIDENT

Lot No(s): 9

Date: 8-17-23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**WHETSTONE INDUSTRIAL PARK
WRITTEN BALLOT AND CONSENT**

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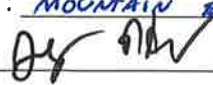
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FOR AMENDMENT: X

AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: MOUNTAIN EXPRESS GUNNISON VALLEY RTA
Signature(s) of Owners:  
Lot No(s): 10, 11, + 12
Date: 8.25.23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

WHETSTONE INDUSTRIAL PARK WRITTEN BALLOT AND CONSENT

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The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: ✓

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Lacy Construction Company LTD

Signature(s) of Owners: William J. Lacy as General Partner

Lot No(s): 13, 14, 15

Date: 08/10/2023

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**WHETSTONE INDUSTRIAL PARK
WRITTEN BALLOT AND CONSENT**

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The proposal is: to amend the Covenants as set forth in the proposed Second Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT:

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Gunnison Valley Investments, LLC - Darton Zink, Manager

Signature(s) of Owners: [Signature] / MGR

Lot No(s): 16 & 17

Date: 8/14/23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

**APPROVAL OF SECOND AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
WHETSTONE INDUSTRIAL PARK**

INTRODUCED by Commissioner _____, seconded by Commissioner
_____, and adopted on this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck,
Chairperson

ATTEST:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Three (3) Gunnison-Crested Butte Regio

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Two actions requested:

1) Approve the establishment by Resolution of a Customer Facility Charge (CFC) to be recovered from rental car agencies at the airport for each

Fiscal Impact:

Submitted by: M Bollig for Rick Lamport

Submitter's Email Address: rlamport@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/21/2023

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/21/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/21/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 10/3/2023

THIRD AMENDMENT

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement (Legal Instrument: 2012-114 and incorporated herein as Appendix A) was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and AVIS RENT A CAR SYSTEM, L.L.C. ("the Operator"), for the purpose of providing automobile rental car services at the Airport;

WHEREAS, on June 16, 2015 an Amendment (First Amendment) to AVIS RENT A CAR SYSTEM Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board and AVIS which extended the Initial Term through May 31 2017; (incorporated herein as Appendix B); and

WHEREAS, on September 5, 2017 the Board and Operator approved an Amendment (Second Amendment) to AVIS RENT A CAR SYSTEM, L.L.C. Airport Facilities Lease and Rental Car Concession Agreement which further extended the Term from June 1, 2017 to May 31 2020; (incorporated herein as Appendix C) and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Operator wish to further amend (Third Amendment) the terms and conditions of the Agreement, as follows:

ADDITION TO AGREEMENT:

3.18 Customer Facility Charge. The Operator acknowledges that the Board has imposed a Customer Facility Charge or CFC which shall mean the fee imposed by the Board for each of Operator's Customers for the finance, design, construction, and operation of airport facilities constructed by or on behalf of the Board to be used by authorized rental vehicle companies operating at the Airport pursuant to a concession agreement between the Board and an Operator.

3.18.1. The method of calculating the Customer Facility Charge and the amount of such Customer Facility Charge shall be determined by the Board in its sole discretion.

3.18.2. Operator shall collect the Customer Facility Charge from each Customer with which Operator enters into an automobile rental contract at the Airport as determined by the Board. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the "Airport Customer Facility Charge." All Customer Facility Charges collected and/or held by Operator shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Operator's bona fide marketing

plans; and (ii) be held in trust by Operator for the Board's benefit. The Board may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Operator. The Board anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional Operators. In the event the Board determines that a change in the Customer Facility Charge is required, the Board will provide no less than sixty (60) days advance notice of any change in the CFC rate to Operator.

3.18.3. The CFCs collected by Operator shall be deemed to be the property of the Board and shall be held in trust by Operator for the benefit of the Board. Operator agrees that the CFCs are not income, revenue, or any other asset to Operator; that Operator has no ownership or property interest in such CFCs; and that Operator hereby waives any claim to a possessory or ownership interest in the CFCs. Operator agrees that it holds such CFCs in trust for the benefit of the Board, and that the Board (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Operator shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

3.18.4. All Customer Facility Charges so collected shall be remitted to the Board on or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Operator's authorization to do business at the Airport. The Board shall have the right to audit the CFC records upon reasonable notice to Operator.

3.18.5. Operator shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Operator and the amount of any Customer Facility Charges remitted to the Board. Said records shall be available for inspection and examination by the Board or its duly authorized representatives at all times.

AMEND:

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the twelve-year period commencing on June 1, 2012, and ending on May 31, 2024.

Except as modified herein, all terms and conditions of the Agreement are hereby reaffirmed and ratified.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Elizabeth Smith, Commissioner

By: _____
Laura Puckett Daniels, Commissioner

ATTEST :

Deputy County Clerk

AVIS RENT A CAR SYSTEM, L.L.C.,
A New York limited liability company

By: _____

Title: _____

ATTEST:

Appendix A

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Appendix A

GUNNISON COUNTY LI: 2012-114

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Between

the

Board of County Commissioners of Gunnison County, Colorado

and

Avis Rent A Car System

**Gunnison Crested Butte Regional Airport
Gunnison, Colorado**

June 1, 2012

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Exhibit 1: Level 1 of Airport terminal layout 4/28/08

Exhibit 2: Airport Parking Plan

Exhibit 3: Certificate of Insurance

Exhibit 4: Rules and Regulations

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
GUNNISON CRESTED BUTTE REGIONAL AIRPORT**

THIS AGREEMENT is made as of June 1, 2012, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, having its principal office at the 200 E. Virginia Ave Gunnison, Colorado (the "County"), and Avis Rent A Car System, LLC, and having a principal address of 6 Sylvan Way, Parsippany, New Jersey ("Operator").

RECITALS

The parties recite and declare that:

- A. County is operator and proprietor of the Gunnison Crested Butte Regional Airport.
- B. Automobile rental services at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. County desires to make said services available at the Airport and Operator is qualified, ready and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, County is willing to lease to Operator a portion of the Airport premises, and grant Operator certain non-exclusive rights and privileges.

1. DEFINITIONS As used in this Agreement, defined words and terms shall have the following meanings:

- 1.1 "Airport" is the Gunnison Crested Butte Regional Airport located in Gunnison, Colorado.
- 1.2 "Manager" is the manager of the Airport as may be designated from time to time by County.
- 1.3 "Agreement" is this Airport Facilities Lease and Rental Car Concessions Agreement.
- 1.4 "Employee" is any employee, officer, or director of Operator, or any other individual who operates a vehicle or provides other service at the Airport for Operator, and includes an individual Operator.
- 1.5 "Gross Revenue" is the gross amount charged to customers for and in connection with the rental of vehicles by Operator at the Airport, including charges for time and mileage, but excluding only any amounts separately stated and collected from customers by Operator for (a) sales and other taxes, (b) collision or accident waiver, (c) collision or accident insurance, and (d) gasoline purchased by customers.
 - 1.5.1 For purposes of this definition, rentals shall be deemed to have been made at the Airport if the customer order is received and processed at the Airport, even though the vehicle is dropped off by the customer elsewhere. However, in instances of delivery of Operator owned vehicles from the Airport, for rental at other car rental branch offices owned and operated by Operator, or where a vehicle is rented from another branch office, outside of Gunnison County,

Colorado, even though the order is received at the Airport, then the vehicle shall not be deemed to have been rented at the Airport.

1.5.2 If any charge, fee or amount designed to recover, in whole or part, the Airport Use Fee set forth in Subsection 3.1.2 of this Agreement, is separately stated, as authorized and limited in Subsection 3.12.3 of this Agreement, or if any other fees or surcharges are imposed by Operator, any and all such amounts shall be included in Gross Revenue.

1.6 "Premises" is a collective terms which refers to the Terminal Premises and assigned parking spaces.

1.7 "Solicitation" is any communication or attempt communication for the purpose of encouraging a potential customer to conduct business with Operator. Solicitation includes, but is not limited to, distribution of hand bills, mime and oral communication, the display of signs, other than pre-arranged reservations.

1.8 "Terminal" is the existing Passenger Terminal Building at the Airport.

1.9 "Terminal Premises" consist of exclusive use space, counter and office space, leased to Operator, as described in subsection 2.2.1 of this Agreement, and as depicted on Exhibit 1, or such substitute space as may be authorized and assigned hereunder.

2. USE OF AIRPORT FACILITIES

2.1 Operational Rights.

2.1.1 Subject to the terms and conditions of this Agreement, Operator is granted the right to conduct and operate a non-exclusive car rental concession at the Airport, and use the Premises in conjunction with Operator's car rental concession at the Airport. In its operations from the Airport, Operator may utilize the following brand name or names: "Avis". The brand name(s) under which Operator conducts its operations on and from the Airport may not be changed without the prior written approval of County, provided, however, that if such brand(s) are extinguished by merger or nationwide change in brand identity, no such County approval shall be required. Operator shall not be entitled to any greater rights or obligations under this Agreement by virtue of operating under two brand names rather than one.

2.1.2 Operator's use of the Airport or any portion thereof, may be temporarily restricted by the Manager to the extent the Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

2.2 **Terminal Building and Parking Space.** County grants Operator use of the following space in and adjacent to the Terminal:

2.2.1 Exclusive use of the Terminal Premises identified in **Exhibit 1** hereto as Space Number 119, consisting of approximately 130 square feet and common use space consisting of 39 square feet;

2.2.2 Joint use with others of roads useful in the conduct, operation and maintenance of Operator's concession under this Agreement;

2.2.3 Use of 21 "ready" parking spaces, being spaces 118 through 123 and 135 through 149 for rental cars, or such substitute spaces at location or locations designated from time to time by the Manager and reasonably convenient to the Terminal. **Exhibit 2**

2.2.4 Use of such "return" rental car parking spaces, in the same location as the "ready" parking spaces as designated by the operator..

2.2.5 Use of that portion of the gravel/overflow parking lot designated for Operator's use by Manager.

2.3 Substitute Space. If County elects to expand or remodel the Terminal in such a way that the Terminal Space (rental car counters/offices) will be affected, County reserves the right, to assign other or different office/counter space in the Terminal to Operator, and to assign temporary space inside or outside the Terminal during construction, if necessary. The reasonable third party costs of any such move shall be paid by County, but in no event shall County be liable for any consequential or other damages suffered by Operator as a result of relocation. Such substitute space, including temporary space, to the extent practicable, will be no less conveniently located relative to the substitute locations of other on-Airport rental car operators. Such substitute space (and to the extent practicable temporary space) will be of no less square footage than Operator's space assigned under this Agreement. This Agreement shall continue in effect with respect to such substitute space.

2.4 Right of Ingress and Egress. Operator shall have at all times the full and free right of ingress to and egress from the Premises for Operator, its employees, customers, guests and other invitees.

2.5 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for paging, and similar purposes, subject to reasonable policies established by the Manager.

2.6 Limitation on Uses.

2.6.1 Operator's uses of the Airport authorized and granted in this Agreement shall be limited to providing automobile rental service at the Airport, and arranging for such services for the public using the Airport, at locations other than Gunnison County, Colorado.

2.6.2 Operator may park automobiles at the Airport, on areas other than those designated for its exclusive use, only at locations and at times, if any, specified from time to time by the Manager. Operator's vehicles parked in an area other than those designated for Operator's use shall be promptly moved by Operator to an authorized location when so directed by the Manager.

2.6.3 Operator agrees that it shall pay contract damages of \$100 for each breach by it of the prohibitions set forth in Subsection 2.6.2 above, provided, however, that if more than two such breaches occur during any 12-month period, contract damages shall increase to \$200 for the third and each subsequent breach during the same 12-month period. Operator agrees to pay such damages within fifteen (15) days of notification of breach by the Manager. If Operator wishes to appeal the notification of breach, it may do so by filing a written appeal to County within said fifteen (15) day period. If the Manager's determination of breach is upheld by County, Operator shall pay contract damages due within fifteen (15) days of notification of County's determination.

2.6.4 Operator agrees that the Terminal Premises are part of the Terminal, which is closed during certain hours of the day and evening and utilized expressly for purposes relating to members of the public traveling by commercial airlines. Operator agrees its use proposed for the Terminal Premises is consistent with the use of the Terminal for the intended purpose and accept the closure of the Terminal during hours when it is not required by County in the exercise of its sole discretion for such purposes. If Operator unlocks the Terminal during closed periods, Operator shall be responsible for re-locking the Terminal and assuring that only the employees and/or customers enter the Terminal.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay County rentals and charges for the use of the Premises and for services and privileges granted under this Agreement, according to the following schedule:

3.1.1 As space rental for exclusive use of Terminal Premises identified in Paragraph 2.2.1 above, an annual rental, payable monthly, computed on a per square foot basis as follows:

130 sq/ft. Counter/Office

$\$34.14 \times 130 \text{ sq/ft} = \$4,438.20 \text{ yr.} = \$369.85 \text{ mo.}$

Concession common area calculated at 30% of the exclusive use space:

39 sq/ft common area

$\$34.14 \times 39 \text{ sq/ft} = \$1,331.46 \text{ yr.} = \$110.96 \text{ mo.}$

Such rental rate shall be automatically increased as of each June 1 during the term of this Agreement by three percent (3%) over such rental due in the prior year.

3.1.2 For each assigned parking space rented by Operator under Paragraphs 2.2.3 and 2.2.4 above, Operator shall pay an additional \$25.00 per space per month.

$\$25.00 \times 21 \text{ spaces} = \$525 \text{ per month}$

County may, from time to time, adjust the monthly price for parking spaces; however, during the term of this Agreement, fees for spaces will not exceed thirty dollars (\$30.00) per space.

3.1.3 As an Airport concession fee, Operators shall pay a minimum annual guaranteed amount "MAG" of \$60,100 for the first year of this Agreement (June 1, 2012 - May 31, 2013), \$61,900 for the second year of this Agreement (June 1, 2013 - May 31, 2014) and \$63,800 for the third year of this Agreement (June 1, 2014 - May 31, 2015), or ten percent (10%) of Operator's Gross Revenue, whichever is greater.

3.1.4 If any rental, fee or charge is not paid within the calendar month of the due date, Operator shall pay, in addition to such delinquent payment, a late charge of \$200.00 will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of one percent (1%) per month on all delinquent balances.

3.1.5 All payments shall be made payable to "Gunnison County". Payments should be sent or delivered to the Finance Office, 200 East Virginia Avenue, Gunnison, CO 81230.

3.2 Terms and Conditions of Payment.

3.2.1 On or before the 20th day of each month which follows a month falling in the term of this Agreement, Operator shall furnish County a statement of Gross Revenue for the immediately preceding month, and shall simultaneously pay County 10% of such Gross Revenue.

3.2.2 If any monthly Gross Revenue payment made under Section 3.2.2 above does not equal or exceed 8.33% (1/12th) of the MAG paid to County that month, then in addition to the Gross Revenue payments made or due, Operator shall simultaneously pay County the amount by which 8.33% (1/12th) of the relevant MAG exceeds the monthly Gross Revenue payment made.

3.2.3 Within 90 days after May 31st of each year during the term hereof, Operator shall furnish County a statement of Operator's Gross Revenue for the preceding contract year, certified by a principal or an appropriate corporate officer. Operator shall simultaneously pay to County the excess MAG rental, if any, due for such preceding calendar year over and above the rental theretofore paid. If Operator shall have paid to County, during the preceding Agreement year, MAG payments in excess of those due under Section 3.1.4 above, County shall credit Operator for said excess amount against future payments, except that if this Agreement shall have expired and Operator has not been awarded a successor agreement, County shall refund such excess MAG payment to Operator within thirty (30) days after receipt of Operator's statement of Gross Revenue.

3.2.4 County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide County, all of the books of account and records that Operator is obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows that percentage rentals and other charges, that should have been paid to County by Operator pursuant to this Agreement, were understated or underpaid for any period involved, Operator shall, within thirty (30) days notice of any such deficiency, pay to County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to County for the audit period involved, Operator, in addition to paying County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If

the audit discloses overpayment of the percentage rentals paid to County by Operator, County shall refund the amount of overpayment to Operator within thirty (30) days of said audit. County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce County's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

3.2.5 Payments required under this Agreement shall be accompanied by financial and other information on Operator's operations at the Airport on such reports or forms as the Manager may reasonably require.

3.3 Abatement of Minimum Guarantee.

3.3.1 In the event that one of the following conditions exists, the MAG provided in section 3.1.4 shall be abated for the period of time the condition exists:

3.3.1.1 If, during any year of this Agreement (June 1 – May 31), the number of deplaning passengers at the Airport falls below seventy percent (70%) of the number of deplaning passengers at the Airport for the preceding Agreement year, the minimum annual guarantee for each year shall be reduced to a sum equal to seventy percent (70%) of the minimum annual guarantee.

3.3.1.2 If the Terminal is partially damaged so as to render the Terminal Premises untenable, as more fully set forth in subsection 6.4.1 of this Agreement.

3.3.2 In any event, and notwithstanding the provisions of 3.3.1 above, Operator shall pay County 10% of its Gross Revenues during the period of time any condition set forth in 3.3.1 above continues to exist. County shall return to Operator a just proportion of any minimum guarantee payment which may have been paid in advance for a month or portion thereof which falls within the period of abatement.

3.4 Gross Revenue Efforts. If Operator maintains multiple locations for the rental of vehicles in Gunnison County, Colorado, it shall:

3.4.1 For purposes of Gross Revenue determination and maximization, use its best efforts to ensure that its customers arriving in Gunnison County by air transportation are rented vehicles at the Airport;

3.4.2 To facilitate audit authorized by subparagraph 3.2.8 of this Agreement, utilize customer invoices for rentals at the Airport which are clearly distinguishable, including but not necessarily limited to separate lettering or numbering systems, from customer invoices for rentals at other Gunnison County locations; and

3.4.3 As the presumed amount of undetected deferral, pay an amount equal to ten (10) times the value of Gross Revenue determined by audit to have been deferred to Operator's other Gunnison County locations, if any.

3.5 Maintenance of Premises.

3.5.1 During the term of this Agreement, Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations.

3.5.2 Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the Premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly. Operator shall not store hazardous wastes on the Premises except in strict compliance with Federal, State and local laws and regulations.

3.6 Liability and Hazard Insurance. Operator shall at all times during the Term of this Agreement carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies:

3.6.1 Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Operator during the term of this Agreement.

3.6.2 Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability and \$500,000 for Property Damage Liability.

3.6.3 Comprehensive automobile liability insurance on all vehicles used at or rented from the Airport, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

3.6.4 With respect to the insurance required by paragraphs 3.6.1 through 3.6.3, Operator shall furnish County with a certificate of insurance which shall provide that County and Airport are insured under said policies and that the policies cannot be cancelled or materially modified except upon ten days advance written notice to County. An initial such certificate of insurance is annexed as **Exhibit 3**.

3.6.5 If at any time during the term of this Agreement Operator shall fail to obtain or maintain insurance required in subparagraphs 3.6.1 through 3.6.4, County may effect such insurance by taking out policies in companies satisfactory to County. The amount of the premium or premiums paid for such insurance by County shall be immediately payable by Operator to County upon receipt of notice that such premiums have, in fact, been paid.

3.6.6 Operator may insure in such amounts as it deems appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Premises;

3.7 Indemnification of County. Operator agrees to indemnify and hold County harmless against all liability for injuries to persons or damage to property caused by Operator's negligent operations at and from the Airport, or negligent use or occupancy of the Premises, other than injuries or damage caused by the gross negligence or willful misconduct of County.

3.8 Operator's Other Obligations. Operator hereby covenants and agrees, that with respect to operations authorized under this Agreement:

3.8.1 It will furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport, on a fair and reasonable basis, and to charge prices for

such services in accordance with its usual standards, on a basis substantially similar to that charged by it for similar services at airports of comparable size within the region;

3.8.2 Rental automobiles shall be maintained at Operator's sole expense, in good operative order, free from known mechanical defects, free from any manufacturer's recall notices which may materially affect safety, and in clean, neat and attractive condition, inside and outside.

3.8.3 It shall be responsible for the installation of any telephone or fax services, high speed internet, etc., required by Operator and shall pay for such service and installation.

3.8.4 It shall not store objects or material of any kind whatsoever on the top of or outside of any Premises leased to Operator. Operator shall not store, use or maintain on the Premises any motor oil, grease, gasoline or other flammable or hazardous material.

3.8.5 During the term of this Agreement its hours of operation shall be adequate to service scheduled flights, seven days a week. Operator shall provide during normal commercial terminal hours (6:30 a.m. to 10:30 p.m. local time) a working cell phone number which will be predominately posted on its counter for any walk up customers, customers with rental car difficulties, or a means to contact Operator's representative should the need arise.

3.8.6 Its employees performing services at the Airport shall at all times be neat, clean and courteous; be appropriately and modestly dressed; and be adequately trained in customer relations and safety in a manner, frequency and level appropriate to the positions they hold

3.8.7 It shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the Premises in any manner whatsoever except through the use of authorized signs;

3.8.8 It shall abide by and be subject to all rules and regulations which are now, or may from time to time be, promulgated by County concerning management, operation or use of the Airport; comply with all City and County regulations and ordinances, all State and Federal regulations and laws, and all applicable sales and use tax requirements, effective at the time of this Agreement and throughout the Primary and Renewal Terms hereunder.

3.8.9 It will keep or cause to be kept true, accurate and complete records of business conducted at the Airport and at all other of Operator's locations within Gunnison County;

3.8.10 It will meet all expenses in connection with the use of the Premises and the rights and privileges herein granted, including without limitation taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Premises or structures and improvements situated thereon, and that it will secure all such permits and licenses;

3.8.11 It will furnish, install, operate and maintain the Premises and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver up the Premises to County in good order, condition and repair, reasonable wear and tear excepted;

3.8.12 It shall attempt in good faith to meet the reasonable needs of fixed based Operators at the Airport and their Customers for the provision of rental vehicles.

3.8.13 It will acquire all necessary permits and licenses associated with Operator's lawful operation of its business on the Airport and in the Terminal.

3.9 Parking and Operation of Vehicles. Operator agrees to observe the following requirements with respect to parking and operation of Vehicles at the Airport:

3.9.1 Operator shall adhere to traffic laws, posted signs and pavement markings.

3.9.2 Rental Cars shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage. If a vehicle is left unattended, it may be removed by County to a holding area.

3.9.3 In the Ready/Return Paved Lot, Operators are responsible for signage, snow removal between vehicles, and towing of any vehicles that do not belong in their assigned area. County will provide snow removal in the driving lanes, secondary to snow removal in movement areas, ramps in the Air Operations Area and streets and sidewalks in front of the Airport Terminal.

3.9.4 In the overflow/gravel lot, it shall be the responsibility of Operator to assure the spaces are utilized properly including signage, towing of any unauthorized vehicles and snow removal between vehicles. All vehicles in the overflow/gravel area must remain operational at all times.

3.10 Conduct and Qualification of Employees.

3.10.1 Operator shall make all Employees aware of Operator's responsibilities under this Agreement.

3.10.2 Operator shall have the discretion, subject to the provisions of this Agreement, to employ and terminate personnel assisting Operator under this Agreement, provided that Operator shall always maintain an adequate number of employees to fulfill the obligations herein. Personnel must demonstrate professional and courteous conduct at all times while at the Airport.

3.10.3 Operator agrees to pay all wages, all applicable Federal and State withholding taxes, Social Security payments (FICA) Unemployment and Worker's Compensation for all of its employees. Any breach of these provisions shall be deemed a material breach of this Agreement.

3.10.4 Operator and its Employees shall not engage in solicitation at the Airport. Operator and its Employees are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the sterile area.

3.10.5 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator.

3.10.6 Operator shall ensure that all Employees attend orientation sessions which the Airport Manager may schedule from time to time.

3.10.7 Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on

the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Manager, it shall pay contract damages to County of \$100 for each breach by its employees of this paragraph 3.8.9, with respect to Airport speed limits, and traffic rules while operating one of Operator's vehicles. Operator may appeal any such decision of the Manager to County by filing a written appeal within seven days of such decision, and the decision of the Manager shall be stayed until the appeal is decided by County; and

3.11 New Government Regulation. In the event County is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon County as a result of Operator's operation during the term of this Agreement, County may call a conference for the purpose of discussing and determining methods of compliance and recovery from Operator and other affected lessees of cost so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.12 Signage. Operator agrees to the following:

3.12.1 Operator shall receive prior written approval from the Airport Manager of all signage. Operator's request must include the area to be displayed, color and size. Any signage displayed without prior written approval may be removed and discarded without liability to County.

3.12.2 Total signage on Operator's concession space must not exceed fifteen (15) square feet total in the concession area. An additional removable sign giving customers instructions or information when the counter space is not staffed may also be utilized. One sign per parking space in the paved lot no larger than 18" x 16" square for one space or 18" x 24" square for two space sign. One sign in the gravel/overflow lot no larger than a 12" x 18".

3.13 Security. Upon execution of this Agreement Operator shall post with County, and Operator must thereafter continuously maintain for the entire term of this Agreement, acceptable security in an amount equal to fifty percent (50%) of the dollar value of its average guaranteed minimum annual concession rental for the concession term (i.e., the guaranteed minimum full term concession rental set forth on Concessionaire's bid proposal divided by 36 months x 12 months x 50%), to cover Operator's performance of all of its obligations under this Agreement for the entire concession term. As used in this paragraph, the term "acceptable security" shall mean a performance bond, irrevocable letter of credit, or certificate of deposit that is in a form and with a financial institution (if applicable) acceptable to County. Operator shall be responsible for paying all required fees, premiums or other costs associated with obtaining and maintaining the acceptable security. In the event Operator defaults in any of its rental or other monetary obligations to County hereunder, County shall be entitled to collect any and all damages or costs it incurs from the acceptable security provided.

3.14 Costs of Operation. Operator shall contract for the provision of all water, utility and other services to the Service Facility and shall pay all costs associated with such initial and continuing services. All other costs of operations on the Premises, including taxes and assessments shall be the responsibility of Operator.

3.15 Discrimination and Fair Trade.

3.15.1 Operator shall furnish service to Airport Customers on a fair, reasonable, and nondiscriminatory basis.

3.15.2 Operator shall not make any false or misleading statement of fact to any Airport Customer or potential Airport Customer concerning the price of vehicles rented, amounts to be paid by Airport Customers, or any service or vehicle provided.

3.15.3 If Operator separately states, invoices or collects, as an addition to the vehicle rental rate, any surcharge, fee, or other amount (collectively, the "Fee"), whether the same is related to the Airport Use Fee or otherwise, the Fee shall be disclosed to the Airport Customer at the earliest opportunity. Operator shall not represent or characterize any Fee as a tax, facility charge or fee imposed by County on Airport Customers or individual transactions with Airport Customers. Any separately stated fee designed to recover all or part of the Airport Use Fee from Airport customers shall be characterized on the invoice and/or contract as an "operating," "location," "concession recoupment" or "concession recovery" fee or charge.

3.16 Immigration. Operator certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.1 Operator certifies that it will require its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.2 Operator certifies that it will attempt 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.

3.16.3 Operator agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq., and comply with all reasonable requests made in the course of an investigation under said statute by the Colorado Department of Labor and Employment.

3.17 Hazardous Materials Indemnity.

3.17.1 The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (a) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation, and Liability Act, (b) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (c) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (d) is in any way regulated as a hazardous material or toxic substance under the laws of the state wherein the Premises is located.

3.17.2 In addition to the indemnification set forth in paragraph 3.7 above, and without prejudice to any other rights and remedies thereunder, Operator and its successors, assigns, trustees, beneficiaries and legal representatives shall protect, indemnify, defend and hold harmless County, its officers, employees, representatives, and their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities)

arising out of or in any way relating to the existence of any Hazardous Material placed on, in or under the Premises by Operator or any party acting for, by or through Operator or with Operator's permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitation, attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Premises; and/or (iii) from the presence or existence of Hazardous Materials on, in or near the Premises, including all consequential damages.

3.17.3 In the event that any investigation, monitoring, containment, cleanup, removal, remediation, restoration or other work of any kind or nature ("Remedial Work") is required, reasonably necessary or desirable under any applicable federal, state or local law or regulation, any judicial order, or by any governmental or non-governmental entity or person because of, or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Material in or into the air, soil, groundwater, surface water or soil vapor at, in, about, under or within the Premises (or any portion thereof), Operator, if it has an obligation to indemnify County as set forth above will, within 30 days after written demand for performance thereof by County (or within a shorter period of time as may be required under any applicable law, regulation, order or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work will be performed by one or more contractors, approved in advance in writing by County, and under the supervision of a consulting engineer approved in advance in writing by County. All costs and expenses of such Remedial Work will be paid by Operator, including without limitation, the charges of such contractor(s) and/or the consulting engineer, and the attorneys' fees and any costs incurred by County in connection with the monitoring or review of such Remedial Work. In the event Operator fails to timely commence or cause to be commenced, or fails to diligently prosecute to completion, such Remedial Work, County may, but will not be obligated to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, will be reimbursed by Operator.

3.17.4 Nothing contained in this indemnification will prevent or in any way diminish or interfere with any rights and remedies, including without limitation, the right to contribution, which County may have against Operator or against any of its predecessors or successors in interest, or any other party under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as it may be amended from time to time, or of other applicable federal, state or local laws.

4. OBLIGATIONS OF COUNTY

4.1 Quiet Enjoyment. County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2 Maintenance and Utilities. During the term of this Agreement, County shall maintain and keep in good repair so much of the Airport as is not under the exclusive control of individual lessees, in accordance with applicable laws, rules and regulations. County shall also maintain and operate sewage and water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or hereafter connected with the operation of the Terminal at the Airport.

4.3 Access to Premises. County shall provide access within the Airport for extension and maintenance of electrical power, gas and telephone lines to serve the Service Area. County shall also provide a road suitable for vehicular traffic connecting the Service Area with the Terminal, which road Operator is hereby given the right to use, in common with others, for movement of its vehicles.

5. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the three-year period commencing on June 1, 2012, and ending May 31, 2015.

5.2 Option to Renew. County shall have the option to renew or extend this Agreement for an additional period of up to twenty four (24) months, under the same terms and conditions, and subject to the highest annual minimum guarantee as provided in paragraph 3.1.4 for any year of the initial term of this Agreement. County may exercise its option to extend this Agreement by delivering written notice of the same to Operator, at the address set forth above, at least ninety (90) days prior to the end of the initial term hereof.

5.3 Holding Over. Holding over or failure to vacate the Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy which may be terminated by either party upon 30 days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator. Operator shall have the right, upon written notice to County, to terminate the Agreement upon the happening of one or more of the following events if said event or events shall then be continuing:

6.1.1 The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Operator of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any essential part thereof which may be used by Operator and which is necessary for Operator's operations on the Airport, which remains in force for a period of at least 90 days;

6.1.2 If County shall default in fulfilling any of the material terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within 30 days following receipt of written demand from Operator to do so;

6.1.3 If all or a material and essential part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or the public enemy;

6.1.4 If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Operator's operation for a period of 30 consecutive days or more.

6.2 Termination by County. County shall have the right to terminate this Agreement in the event of any of the following:

6.2.1 Failure by Operator to make any payment due hereunder within 15 days after notice of the overdue payment is sent to Operator, in which case, County may, at its option, in

addition to other remedies, and with or without terminating this Agreement, take possession of so much of Operator's personal property as is reasonably necessary to secure payments of the amounts due and unpaid;

6.2.2 Appointment of a receiver of Operator's assets;

6.2.3 Failure by Operator to conduct business at the Airport for a period of 30 consecutive days without reasonable cause including, but not limited to strikes, work stoppage and equipment failures;

6.2.4 Default in the performance of any covenant or agreement in this Agreement required to be performed by Operator, other than the payment of money or the occurrence of the events described in this paragraph, and the failure of Operator to remedy such default for a period of 30 days after receipt from County of written notice to remedy the same.

6.2.5 Failure by Operator to make Gross Revenue efforts required by section 3.4 of this Agreement.

County need not terminate this Agreement upon default, but at its discretion and without terminating the Agreement, may seek specific performance or damages incurred as a result of Operator's default.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Agreement, Operator's rights to use of the Premises, facilities and services described herein shall cease, and Operator shall vacate the Premises without unreasonable delay.

6.3.2 At the end of the term of this Agreement, Operator shall leave the Premises in good condition with the exception of reasonable wear and tear. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about the Airport shall be deemed to be personal and shall remain the property of Operator. Operator shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional period of 10 days after the expiration or other termination of this Agreement, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal. Any and all property not so removed by Operator shall become a part of the land on which it is located and title thereto shall vest in County. County may, however, at its option, require and accomplish the removal of said property at the expense of Operator.

6.4 Damage or Destruction of Premises.

6.4.1 If the Terminal is partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Premises tenantable, but said damage is capable of being repaired in 60 days or prior to the termination date, whichever date first occurs, the Premises shall be repaired with due diligence by County at its own cost and expense, and (a) the rent payable under subsection 3.1.1 of this Agreement shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered untenable bears to the total space leased, and (b) the minimum annual guaranteed amount set forth in subsection 3.1.2 above shall also be abated; in both cases until such time as the Premises shall be restored to tenantable condition by County. If the Terminal is completely destroyed or the

Premises are so damaged that it will remain untenable for more than 60 days or beyond the termination date of this Agreement, whichever date first occurs, either party may, at its option, cancel so much of this Agreement as relates to the untenable space, such cancellation to be effective as of the date the Terminal was damaged or destroyed.

6.4.2 In the event that the Premises are rendered untenable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for in this Agreement during the period that the same are so untenable or unusable.

6.4.3 Notwithstanding any of the foregoing, in the event any damage or destruction is caused by a negligent act or omission by Operator, its sublessees, agents or employees, Operator shall reimburse County for its actual costs incurred in repairing the Premises. Nothing in this Agreement shall be construed as a waiver of the right of County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.4 In the application of this Section 6.4, County's obligations shall be limited to repair or reconstruction of the Terminal to the extent and of equal quality as obtained at the commencement of operations under this Agreement. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused solely by a negligent act or omission of County, its agents and employees, in which event County shall be responsible for the redecoration and replacement. Any such redecoration or refurbishing shall be of equivalent quality to that originally existing at the commencement of the Agreement.

6.5 Waiver of County's Lien. County will not claim or have a lien of any kind, be it contractual or statutory, on or against Operator's motor vehicles for non-payment of Rent, default by Operator or any other reason, and County hereby waives any such liens available to County.

7. ASSIGNMENT AND SUBLETTING

7.1 Assignment and Subletting. Operator shall not at any time assign or sublet its rights under this Agreement or any part thereof without the written consent of County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations under this Agreement. In any event, County may require any proposed assignee to submit qualifying information, and meet the qualifying criteria set forth in the Request for Competitive Bids/On Airport Rental Car Concession, dated September 19, 2007.

7.2 Successors to County. The rights and obligations of County under this Agreement may be assigned by County, at the option of County, and without the necessity for the concurrence of Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Rules and Regulations. Operator agrees to observe and obey lawful rules and regulations presently existing or hereafter promulgated with respect to use of the Airport and Premises annexed as Exhibit 4.

8.2 Agreement Subordinate. This Agreement shall be subordinate to any existing or future agreement between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

8.3 Non-Discrimination. Operator, in its operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of the non-discrimination provision contained in the Agreement, and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Inspection by County. County, through its authorized agent, shall have the right at all reasonable times to enter upon the leased Premises to inspect, to observe the performance by Operator of its obligations hereunder, and to do any act which County may be obligated to do or have the right to do under this Agreement, under any other agreement to which County is a party or under applicable law.

8.5 Service Entrances. County shall have no obligation to provide any special service entrances for utilities other than those which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator.

8.6 Improvements on the Premises. Construction plans, specifications, budgets and schedules for all proposed improvements on the Premises shall be submitted by Operator and subject to County approval. County may reject submissions which are not in accordance with applicable codes, rules, regulations, ordinances and statutes, and which are inadequate or incompatible with Airport conditions or inconsistent with Airport architectural style and design or with uses typically made of public use airports. Within thirty (30) days after expiration or sooner termination of this Agreement, at County's sole option, Operator agrees to demolish and remove from the Premises all improvements owned by Operator on the day prior to such termination or expiration, at Operator's sole cost and expense. If adjacent improvements are scheduled for demolition and removal at or about the same time, Operator agrees to participate in joint demolition and removal operations and to promptly pay its proportionate cost of such demolition and removal.

8.7 Disadvantaged Business Enterprise.

8.7.1 It is the policy of County that disadvantaged business enterprises ("DBEs"), including firms owned and controlled by minorities and/or women as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its leases.

8.7.2 In the performance of this Agreement, Operator hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by Operator in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

8.7.3 Operator assures that it will include this section 9.7 in all subleases and cause all sublessees to similarly include clauses in further subleases.

8.7.4 Operator agrees that it shall comply with federal laws and regulations which now, or may hereafter, impose upon Operator, or require County to impose upon Operator, requirements that a portion of Operator's subcontracts and/or purchase contracts be awarded to DBE enterprises, including, but not limited to, the purchase of rental car fleets. Operator shall comply with applicable provisions of County's FAA-approved DBE Concession Plan as it now exists, or as it may hereafter be amended.

8.8 Condemnation. Nothing contained in this Agreement shall be deemed to limit or restrict in any way such lawful rights as Operator may have now or in the future to maintain claims against the federal, state or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the Premises, including Fixed Improvements, or of all or a material part of the Airport.

8.9 Liens. Operator shall immediately cause to be removed any and all liens of any nature arising out of or imposed because of any repair performed by Operator or any of its contractors or subcontractors upon the Premises or Fixed Improvements or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Premises.

8.10 Force Majeure. Neither County nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, vehicles, fuel or tires as the result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which is not under its control.

8.11 Reserved Rights of County. County reserves the right to offer incentives from time-to-time to rental car operators for their increased use of high mile-per-gallon vehicles at the Airport. By way of example but not limitation, County may decide to make available additional vehicle storage spaces to Operator or operators which achieve certain fuel efficiency fleet goals. If offered, no such incentive shall reduce the rights of other Operator under this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Agreement.

9.3 Attorneys' Fees. In any litigation to enforce the provisions of this Agreement, the court may award reasonable attorney fees and costs to the prevailing party.

9.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement 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 a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.7 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of County and to the permitted assigns of Operator.

9.8 Notices. Notices and demands provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, or via Federal Express, to the addresses set forth below or to such other addresses as the parties may from time to time designate in writing:

If to County: Airport Manager
 Gunnison Crested Butte Regional Airport
 519 W. Rio Grande
 Gunnison, CO 81230

If to Operator: Robert Bouta
 6 Sylvan Way
 Parisppany, New Jersey 07054

9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and any action to enforce or interpret its provisions shall be brought in a court in and for Gunnison County, Colorado, or the United States District Court for the District of Colorado.

9.10 Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

9.11 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

9.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By:

Hap Channell
Hap Channell, Chairperson

By:

Paula Swenson
Paula Swenson, Commissioner

By:

Phil Chamberland
Phil Chamberland, Commissioner

Attest:

[Signature]



[Signature]

Attest:

Robert E. Muhs

Avis Rent A Car System, LLC
Attn: SVP - Properties
6 Sylvan Way
Parsippany, New Jersey 07054

Robert Muhs, Vice President & Assistant Secretary

Appendix B

**AMENDMENT TO AVIS AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

**AMENDMENT TO AVIS AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

THIS AMENDMENT to the Avis Airport Facilities Lease and Rental Car Concession Agreement amends that certain Airport Facilities Lease and Rental Car Concession Agreement between the Board of County Commissioners of Gunnison County, Colorado and the Avis Rent A Car System, LLC. entered into on June 1, 2012, identified as Gunnison County Legal Instrument No. 2012-114 (herein "Agreement") as follows:

1. Extension of Term. The term of the Agreement is from June 1, 2012 through May 31, 2015. Section 5.2 of said Agreement provides for an extension of the initial term for two (2) additional years. The undersigned parties herein agree to extend the initial term from June 1, 2015 to May 31, 2017.

2. Reaffirmation and Ratification of Agreement. Except as expressly identified herein, all terms and conditions of the above referenced Agreement are hereby reaffirmed and ratified.

Entered into this 16TH day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Paula Swenson, Chairperson

ATTEST:

Doranna Smith



AVIS RENT A CAR SYSTEM, LLC.

By: _____

Robert Bouta

**AMENDMENT TO AVIS AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

THIS AMENDMENT to the Avis Airport Facilities Lease and Rental Car Concession Agreement amends that certain Airport Facilities Lease and Rental Car Concession Agreement between the Board of County Commissioners of Gunnison County, Colorado and the Avis Rent A Car System, LLC. entered into on June 1, 2012, identified as Gunnison County Legal Instrument No. 2012-114 (herein "Agreement") as follows:

1. Extension of Term. The term of the Agreement is from June 1, 2012 through May 31, 2015. Section 5.2 of said Agreement provides for an extension of the initial term for two (2) additional years. The undersigned parties herein agree to extend the initial term from June 1, 2015 to May 31, 2017.
2. Reaffirmation and Ratification of Agreement. Except as expressly identified herein, all terms and conditions of the above referenced Agreement are hereby reaffirmed and ratified.

Entered into this 16th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

AVIS RENT A CAR SYSTEM, LLC.

By: 
Robert Bouta

Robert Bouta, Senior Vice President
an authorized representative of Avis Rent A Car System, LLC

Appendix C

**SECOND AMENDMENT TO AVIS AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

11/20/2017 C

**SECOND AMENDMENT OF AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and Avis Rent A Car System, L.L.C., a New York limited liability company ("Avis"), for the purpose of providing automobile rental services at the Gunnison-Crested Butte Regional Airport. See Gunnison County Legal Instrument No: 2012-114 attached hereto and incorporated herein as Appendix "A" ("Agreement"); and

WHEREAS, on June 16, 2015 an Amendment to the Agreement to Avis Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board and Avis ("Amendment"). See Amendment attached hereto and incorporated herein as Appendix "B"; and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Avis wish to extend the terms and conditions of the Agreement and Amendment thereto; and

WHEREAS, the term of the Agreement as identified in Section 5 and as identified in Section 1 of the Amendment shall be and hereby is extended from May 31, 2017 to May 31, 2020; and

WHEREAS, pursuant to paragraph 5.2 of the Agreement, there shall be an option to renew or extend the Agreement for ONLY one additional year rather than 24 months as identified in the Agreement; and

WHEREAS, except as modified herein, any and all terms and conditions of the above referenced Agreement shall be and hereby are reaffirmed and ratified.

APPROVED this 5th day of September, 2017.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: Phil Chamberland
Phil Chamberland, Chairperson

ATTEST:

Josh Ost
Deputy County Clerk



AVIS RENT A CAR SYSTEM, L.L.C.,
a New York limited liability company

By: Robert Bonds

ATTEST:

Michelle Dreps

THIRD AMENDMENT

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement (Legal Instrument: 2012-116 and incorporated herein as Appendix A) was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and MICAR Inc. ("the Operator"), for the purpose of providing automobile rental car services at the Airport;

WHEREAS, on June 16, 2015 an Amendment (First Amendment) to MICAR Inc. Lease and Rental Car Concession Agreement was entered into by and between the Board and MICAR which extended the Initial Term through May 31 2017; (Legal Instrument: 15-100 and incorporated herein as Appendix B); and

WHEREAS, ON July 5, 2016, MICAR Inc. Lease and Rental Car Concession Agreement Amendment (Second Amendment to MICAR agreement was entered into reassigning said agreement to a new Operator BUDGET CAR RENTAL SYSTEM LLC, a New Jersey limited liability company (incorporated herein as Appendix C);

WHEREAS, on May 31, 2017 the Board and Operator entered into an Amendment (Second Amendment) to MICAR Inc. and Rental Car Concession Agreement which further extended the Term from June 1, 2017 to May 31 2020; and

WHEREAS' initially Budget Rent A Car System Inc., A Delaware corporation, became the successor and assign of MICAR Inc. Agreement and Amendment thereto and thereafter AVIS RENT A CAR SYSTEM, LLC., a New York limited liability company ("AVIS") became and currently is the successor and assign of the Agreement and Amendment thereto; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Operator wish to further amend (Third Amendment) the terms and conditions of the Agreement, as follows:

ADDITION TO AGREEMENT:

3.18 Customer Facility Charge. The Operator acknowledges that the Board has imposed a Customer Facility Charge or CFC which shall mean the fee imposed by the Board for each of Operator's Customers for the finance, design, construction, and operation of airport facilities constructed by or on behalf of the Board to be used by authorized rental vehicle companies operating at the Airport pursuant to a concession agreement between the Board and an Operator.

3.18.1. The method of calculating the Customer Facility Charge and the amount of

such Customer Facility Charge shall be determined by the Board in its sole discretion.

3.18.2. Operator shall collect the Customer Facility Charge from each Customer with which Operator enters into an automobile rental contract at the Airport as determined by the Board. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the "Airport Customer Facility Charge." All Customer Facility Charges collected and/or held by Operator shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Operator's bona fide marketing plans; and (ii) be held in trust by Operator for the Board's benefit. The Board may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Operator. The Board anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional Operators. In the event the Board determines that a change in the Customer Facility Charge is required, the Board will provide no less than sixty (60) days advance notice of any change in the CFC rate to Operator.

3.18.3. The CFCs collected by Operator shall be deemed to be the property of the Board and shall be held in trust by Operator for the benefit of the Board. Operator agrees that the CFCs are not income, revenue, or any other asset to Operator; that Operator has no ownership or property interest in such CFCs; and that Operator hereby waives any claim to a possessory or ownership interest in the CFCs. Operator agrees that it holds such CFCs in trust for the benefit of the Board, and that the Board (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Operator shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

3.18.4. All Customer Facility Charges so collected shall be remitted to the Board on or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Operator's authorization to do business at the Airport. The Board shall have the right to audit the CFC records upon reasonable notice to Operator.

3.18.5. Operator shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Operator and the amount of any Customer Facility Charges remitted to the Board. Said records shall be available for inspection and examination by the Board or its duly authorized representatives at all times.

AMEND:

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the twelve-year period commencing on June 1, 2012, and ending on May 31, 2024.

Except as modified herein, all terms and conditions of the Agreement are hereby reaffirmed and ratified.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Elizabeth Smith, Commissioner

By: _____
Laura Puckett Daniels, Commissioner

ATTEST :

Deputy County Clerk

AVIS RENT A CAR SYSTEM, LLC.,
A New York limited liability company

By: _____

Title: _____

ATTEST:

Appendix A

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Appendix A.

GUNNISON COUNTY LI: 2012-116

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Between

the

Board of County Commissioners of Gunnison County, Colorado

and

MICAR, Inc

**Gunnison Crested Butte Regional Airport
Gunnison, Colorado**

June 1, 2012

APPENDIX A

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Exhibit 1: Level 1 of Airport terminal layout 4/28/08

Exhibit 2: Airport Parking Plan

Exhibit 3: Certificate of Insurance

Exhibit 4: Rules and Regulations

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
GUNNISON CRESTED BUTTE REGIONAL AIRPORT**

THIS AGREEMENT is made as of June 1, 2012, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, having its principal office at the 200 E. Virginia Ave Gunnison, Colorado (the "County"), and MICAR, Inc. and having a principal address of 501 Airport Road, Suite 111, Farmington, NM ("Operator").

RECITALS

The parties recite and declare that:

- A. County is operator and proprietor of the Gunnison Crested Butte Regional Airport.
- B. Automobile rental services at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. County desires to make said services available at the Airport and Operator is qualified, ready and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, County is willing to lease to Operator a portion of the Airport premises, and grant Operator certain non-exclusive rights and privileges.

1. DEFINITIONS As used in this Agreement, defined words and terms shall have the following meanings:

- 1.1 "Airport" is the Gunnison Crested Butte Regional Airport located in Gunnison, Colorado.
- 1.2 "Manager" is the manager of the Airport as may be designated from time to time by County.
- 1.3 "Agreement" is this Airport Facilities Lease and Rental Car Concessions Agreement.
- 1.4 "Employee" is any employee, officer, or director of Operator, or any other individual who operates a vehicle or provides other service at the Airport for Operator, and includes an individual Operator.
- 1.5 "Gross Revenue" is the gross amount charged to customers for and in connection with the rental of vehicles by Operator at the Airport, including charges for time and mileage, but excluding only any amounts separately stated and collected from customers by Operator for (a) sales and other taxes, (b) collision or accident waiver, (c) collision or accident insurance, and (d) gasoline purchased by customers.
 - 1.5.1 For purposes of this definition, rentals shall be deemed to have been made at the Airport if the customer order is received and processed at the Airport, even though the vehicle is dropped off by the customer elsewhere. However, in instances of delivery of Operator owned vehicles from the Airport, for rental at other car rental branch offices owned and operated by Operator, or where a vehicle is rented from another branch office, outside of Gunnison County,

Colorado, even though the order is received at the Airport, then the vehicle shall not be deemed to have been rented at the Airport.

1.5.2 If any charge, fee or amount designed to recover, in whole or part, the Airport Use Fee set forth in Subsection 3.1.2 of this Agreement, is separately stated, as authorized and limited in Subsection 3.12.3 of this Agreement, or if any other fees or surcharges are imposed by Operator, any and all such amounts shall be included in Gross Revenue.

1.6 "Premises" is a collective terms which refers to the Terminal Premises and assigned parking spaces.

1.7 "Solicitation" is any communication or attempt communication for the purpose of encouraging a potential customer to conduct business with Operator. Solicitation includes, but is not limited to, distribution of hand bills, mime and oral communication, the display of signs, other than pre-arranged reservations.

1.8 "Terminal" is the existing Passenger Terminal Building at the Airport.

1.9 "Terminal Premises" consist of exclusive use space, counter and office space, leased to Operator, as described in subsection 2.2.1 of this Agreement, and as depicted on Exhibit 1, or such substitute space as may be authorized and assigned hereunder.

2. USE OF AIRPORT FACILITIES

2.1 Operational Rights.

2.1.1 Subject to the terms and conditions of this Agreement, Operator is granted the right to conduct and operate a non-exclusive car rental concession at the Airport, and use the Premises in conjunction with Operator's car rental concession at the Airport. In its operations from the Airport, Operator may utilize the following brand name or names: "Avis". The brand name(s) under which Operator conducts its operations on and from the Airport may not be changed without the prior written approval of County, provided, however, that if such brand(s) are extinguished by merger or nationwide change in brand identity, no such County approval shall be required. Operator shall not be entitled to any greater rights or obligations under this Agreement by virtue of operating under two brand names rather than one.

2.1.2 Operator's use of the Airport or any portion thereof, may be temporarily restricted by the Manager to the extent the Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

2.2 **Terminal Building and Parking Space.** County grants Operator use of the following space in and adjacent to the Terminal:

2.2.1 Exclusive use of the Terminal Premises identified in Exhibit 1 hereto as Space Number 117, consisting of approximately 189 square feet and common use space consisting of 56.5 square feet;

2.2.2 Joint use with others of roads useful in the conduct, operation and maintenance of Operator's concession under this Agreement;

2.2.3 Use of 19 "ready" parking spaces, being spaces 110 through 117 and 124 through 134 for rental cars, or such substitute spaces at location or locations designated from time to time by the Manager and reasonably convenient to the Terminal. **Exhibit 2**

2.2.4 Use of such "return" rental car parking spaces, in the same location as the "ready" parking spaces as designated by the operator..

2.2.5 Use of that portion of the gravel/overflow parking lot designated for Operator's use by Manager.

2.3 Substitute Space. If County elects to expand or remodel the Terminal in such a way that the Terminal Space (rental car counters/offices) will be affected, County reserves the right, to assign other or different office/counter space in the Terminal to Operator, and to assign temporary space inside or outside the Terminal during construction, if necessary. The reasonable third party costs of any such move shall be paid by County, but in no event shall County be liable for any consequential or other damages suffered by Operator as a result of relocation. Such substitute space, including temporary space, to the extent practicable, will be no less conveniently located relative to the substitute locations of other on-Airport rental car operators. Such substitute space (and to the extent practicable temporary space) will be of no less square footage than Operator's space assigned under this Agreement. This Agreement shall continue in effect with respect to such substitute space.

2.4 Right of Ingress and Egress. Operator shall have at all times the full and free right of ingress to and egress from the Premises for Operator, its employees, customers, guests and other invitees.

2.5 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for paging, and similar purposes, subject to reasonable policies established by the Manager.

2.6 Limitation on Uses.

2.6.1 Operator's uses of the Airport authorized and granted in this Agreement shall be limited to providing automobile rental service at the Airport, and arranging for such services for the public using the Airport, at locations other than Gunnison County, Colorado.

2.6.2 Operator may park automobiles at the Airport, on areas other than those designated for its exclusive use, only at locations and at times, if any, specified from time to time by the Manager. Operator's vehicles parked in an area other than those designated for Operator's use shall be promptly moved by Operator to an authorized location when so directed by the Manager.

2.6.3 Operator agrees that it shall pay contract damages of \$100 for each breach by it of the prohibitions set forth in Subsection 2.6.2 above, provided, however, that if more than two such breaches occur during any 12-month period, contract damages shall increase to \$200 for the third and each subsequent breach during the same 12-month period. Operator agrees to pay such damages within fifteen (15) days of notification of breach by the Manager. If Operator wishes to appeal the notification of breach, it may do so by filing a written appeal to County within said fifteen (15) day period. If the Manager's determination of breach is upheld by County, Operator shall pay contract damages due within fifteen (15) days of notification of County's determination.

2.6.4 Operator agrees that the Terminal Premises are part of the Terminal, which is closed during certain hours of the day and evening and utilized expressly for purposes relating to members of the public traveling by commercial airlines. Operator agrees its use proposed for the Terminal Premises is consistent with the use of the Terminal for the intended purpose and accept the closure of the Terminal during hours when it is not required by County in the exercise of its sole discretion for such purposes. If Operator unlocks the Terminal during closed periods, Operator shall be responsible for re-locking the Terminal and assuring that only the employees and/or customers enter the Terminal.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay County rentals and charges for the use of the Premises and for services and privileges granted under this Agreement, according to the following schedule:

3.1.1 As space rental for exclusive use of Terminal Premises identified in Paragraph 2.2.1 above, an annual rental, payable monthly, computed on a per square foot basis as follows:

189 sq/ft. Counter/Office

$\$34.14 \times 189 \text{ sq/ft} = \$6,452.46 \text{ yr.} = \$537.71 \text{ mo.}$

Concession common area calculated at 30% of the exclusive use space:

56.5 sq/ft common area

$\$34.14 \times 56.5 \text{ sq/ft} = \$1,928.91 \text{ yr.} = \$160.75 \text{ mo.}$

Such rental rate shall be automatically increased as of each June 1 during the term of this Agreement by three percent (3%) over such rental due in the prior year.

3.1.2 For each assigned parking space rented by Operator under Paragraphs 2.2.3 and 2.2.4 above, Operator shall pay an additional \$25.00 per space per month.

$\$25.00 \times 19 \text{ spaces} = \$475 \text{ per month}$

County may, from time to time, adjust the monthly price for parking spaces; however, during the term of this Agreement, fees for spaces will not exceed thirty dollars (\$30.00) per space.

3.1.3 As an Airport concession fee, Operators shall pay a minimum annual guaranteed amount "MAG" of \$61,000 for the first year of this Agreement (June 1, 2012 - May 31, 2013), \$61,000 for the second year of this Agreement (June 1, 2013 - May 31, 2014) and \$61,000 for the third year of this Agreement (June 1, 2014 - May 31, 2015), or ten percent (10%) of Operator's Gross Revenue, whichever is greater.

3.1.4 If any rental, fee or charge is not paid within the calendar month of the due date, Operator shall pay, in addition to such delinquent payment, a late charge of \$200.00 will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of one percent (1%) per month on all delinquent balances.

3.1.5 All payments shall be made payable to "Gunnison County". Payments should be sent or delivered to the Finance Office, 200 East Virginia Avenue, Gunnison, CO 81230.

3.2 Terms and Conditions of Payment.

3.2.1 On or before the 20th day of each month which follows a month falling in the term of this Agreement, Operator shall furnish County a statement of Gross Revenue for the immediately preceding month, and shall simultaneously pay County 10% of such Gross Revenue.

3.2.2 If any monthly Gross Revenue payment made under Section 3.2.2 above does not equal or exceed 8.33% (1/12th) of the MAG paid to County that month, then in addition to the Gross Revenue payments made or due, Operator shall simultaneously pay County the amount by which 8.33% (1/12th) of the relevant MAG exceeds the monthly Gross Revenue payment made.

3.2.3. Within 90 days after May 31st of each year during the term hereof, Operator shall furnish County a statement of Operator's Gross Revenue for the preceding contract year, certified by a principal or an appropriate corporate officer. Operator shall simultaneously pay to County the excess MAG rental, if any, due for such preceding calendar year over and above the rental theretofore paid. If Operator shall have paid to County, during the preceding Agreement year, MAG payments in excess of those due under Section 3.1.4 above, County shall credit Operator for said excess amount against future payments, except that if this Agreement shall have expired and Operator has not been awarded a successor agreement, County shall refund such excess MAG payment to Operator within thirty (30) days after receipt of Operator's statement of Gross Revenue.

3.2.4 County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide County, all of the books of account and records that Operator is obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows that percentage rentals and other charges, that should have been paid to County by Operator pursuant to this Agreement, were understated or underpaid for any period involved, Operator shall, within thirty (30) days notice of any such deficiency, pay to County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to County for the audit period involved, Operator, in addition to paying County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If

the audit discloses overpayment of the percentage rentals paid to County by Operator, County shall refund the amount of overpayment to Operator within thirty (30) days of said audit. County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce County's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

3.2.5 Payments required under this Agreement shall be accompanied by financial and other information on Operator's operations at the Airport on such reports or forms as the Manager may reasonably require.

3.3 Abatement of Minimum Guarantee.

3.3.1 In the event that one of the following conditions exists, the MAG provided in section 3.1.4 shall be abated for the period of time the condition exists:

3.3.1.1 If, during any year of this Agreement (June 1 – May 31), the number of deplaning passengers at the Airport falls below seventy percent (70%) of the number of deplaning passengers at the Airport for the preceding Agreement year, the minimum annual guarantee for each year shall be reduced to a sum equal to seventy percent (70%) of the minimum annual guarantee.

3.3.1.2 If the Terminal is partially damaged so as to render the Terminal Premises untenable, as more fully set forth in subsection 6.4.1 of this Agreement.

3.3.2 In any event, and notwithstanding the provisions of 3.3.1 above, Operator shall pay County 10% of its Gross Revenues during the period of time any condition set forth in 3.3.1 above continues to exist. County shall return to Operator a just proportion of any minimum guarantee payment which may have been paid in advance for a month or portion thereof which falls within the period of abatement.

3.4 Gross Revenue Efforts. If Operator maintains multiple locations for the rental of vehicles in Gunnison County, Colorado, it shall:

3.4.1 For purposes of Gross Revenue determination and maximization, use its best efforts to ensure that its customers arriving in Gunnison County by air transportation are rented vehicles at the Airport;

3.4.2 To facilitate audit authorized by subparagraph 3.2.8 of this Agreement, utilize customer invoices for rentals at the Airport which are clearly distinguishable, including but not necessarily limited to separate lettering or numbering systems, from customer invoices for rentals at other Gunnison County locations; and

3.4.3 As the presumed amount of undetected deferral, pay an amount equal to ten (10) times the value of Gross Revenue determined by audit to have been deferred to Operator's other Gunnison County locations, if any.

3.5 Maintenance of Premises.

3.5.1 During the term of this Agreement, Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations.

3.5.2 Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the Premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly. Operator shall not store hazardous wastes on the Premises except in strict compliance with Federal, State and local laws and regulations.

3.6 Liability and Hazard Insurance. Operator shall at all times during the Term of this Agreement carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies:

3.6.1 Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Operator during the term of this Agreement.

3.6.2 Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability and \$500,000 for Property Damage Liability.

3.6.3 Comprehensive automobile liability insurance on all vehicles used at or rented from the Airport, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

3.6.4 With respect to the insurance required by paragraphs 3.6.1 through 3.6.3, Operator shall furnish County with a certificate of insurance which shall provide that County and Airport are insured under said policies and that the policies cannot be cancelled or materially modified except upon ten days advance written notice to County. An initial such certificate of insurance is annexed as Exhibit 3.

3.6.5 If at any time during the term of this Agreement Operator shall fail to obtain or maintain insurance required in subparagraphs 3.6.1 through 3.6.4, County may effect such insurance by taking out policies in companies satisfactory to County. The amount of the premium or premiums paid for such insurance by County shall be immediately payable by Operator to County upon receipt of notice that such premiums have, in fact, been paid.

3.6.6 Operator may insure in such amounts as it deems appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Premises;

3.7 Indemnification of County. Operator agrees to indemnify and hold County harmless against all liability for injuries to persons or damage to property caused by Operator's negligent operations at and from the Airport, or negligent use or occupancy of the Premises, other than injuries or damage caused by the gross negligence or willful misconduct of County.

3.8 Operator's Other Obligations. Operator hereby covenants and agrees, that with respect to operations authorized under this Agreement:

3.8.1 It will furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport, on a fair and reasonable basis, and to charge prices for

such services in accordance with its usual standards, on a basis substantially similar to that charged by it for similar services at airports of comparable size within the region;

3.8.2 Rental automobiles shall be maintained at Operator's sole expense, in good operative order, free from known mechanical defects, free from any manufacturer's recall notices which may materially affect safety, and in clean, neat and attractive condition, inside and outside.

3.8.3 It shall be responsible for the installation of any telephone or fax services, high speed internet, etc., required by Operator and shall pay for such service and installation.

3.8.4 It shall not store objects or material of any kind whatsoever on the top of or outside of any Premises leased to Operator. Operator shall not store, use or maintain on the Premises any motor oil, grease, gasoline or other flammable or hazardous material.

3.8.5 During the term of this Agreement its hours of operation shall be adequate to service scheduled flights, seven days a week. Operator shall provide during normal commercial terminal hours (6:30 a.m. to 10:30 p.m. local time) a working cell phone number which will be predominately posted on its counter for any walk up customers, customers with rental car difficulties, or a means to contact Operator's representative should the need arise.

3.8.6 Its employees performing services at the Airport shall at all times be neat, clean and courteous; be appropriately and modestly dressed; and be adequately trained in customer relations and safety in a manner, frequency and level appropriate to the positions they hold

3.8.7 It shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the Premises in any manner whatsoever except through the use of authorized signs;

3.8.8 It shall abide by and be subject to all rules and regulations which are now, or may from time to time be, promulgated by County concerning management, operation or use of the Airport; comply with all City and County regulations and ordinances, all State and Federal regulations and laws, and all applicable sales and use tax requirements, effective at the time of this Agreement and throughout the Primary and Renewal Terms hereunder.

3.8.9 It will keep or cause to be kept true, accurate and complete records of business conducted at the Airport and at all other of Operator's locations within Gunnison County;

3.8.10 It will meet all expenses in connection with the use of the Premises and the rights and privileges herein granted, including without limitation taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Premises or structures and improvements situated thereon, and that it will secure all such permits and licenses;

3.8.11 It will furnish, install, operate and maintain the Premises and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver up the Premises to County in good order, condition and repair, reasonable wear and tear excepted;

3.8.12 It shall attempt in good faith to meet the reasonable needs of fixed based Operators at the Airport and their Customers for the provision of rental vehicles.

3.8.13 It will acquire all necessary permits and licenses associated with Operator's lawful operation of its business on the Airport and in the Terminal.

3.9 Parking and Operation of Vehicles. Operator agrees to observe the following requirements with respect to parking and operation of Vehicles at the Airport:

3.9.1 Operator shall adhere to traffic laws, posted signs and pavement markings.

3.9.2 Rental Cars shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage. If a vehicle is left unattended, it may be removed by County to a holding area.

3.9.3 In the Ready/Return Paved Lot, Operators are responsible for signage, snow removal between vehicles, and towing of any vehicles that do not belong in their assigned area. County will provide snow removal in the driving lanes, secondary to snow removal in movement areas, ramps in the Air Operations Area and streets and sidewalks in front of the Airport Terminal.

3.9.4 In the overflow/gravel lot, it shall be the responsibility of Operator to assure the spaces are utilized properly including signage, towing of any unauthorized vehicles and snow removal between vehicles. All vehicles in the overflow/gravel area must remain operational at all times.

3.10 Conduct and Qualification of Employees.

3.10.1 Operator shall make all Employees aware of Operator's responsibilities under this Agreement.

3.10.2 Operator shall have the discretion, subject to the provisions of this Agreement, to employ and terminate personnel assisting Operator under this Agreement, provided that Operator shall always maintain an adequate number of employees to fulfill the obligations herein. Personnel must demonstrate professional and courteous conduct at all times while at the Airport.

3.10.3 Operator agrees to pay all wages, all applicable Federal and State withholding taxes, Social Security payments (FICA) Unemployment and Worker's Compensation for all of its employees. Any breach of these provisions shall be deemed a material breach of this Agreement.

3.10.4 Operator and its Employees shall not engage in solicitation at the Airport. Operator and its Employees are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the sterile area.

3.10.5 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator.

3.10.6 Operator shall ensure that all Employees attend orientation sessions which the Airport Manager may schedule from time to time.

3.10.7 Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on

the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Manager, it shall pay contract damages to County of \$100 for each breach by its employees of this paragraph 3.8.9, with respect to Airport speed limits, and traffic rules while operating one of Operator's vehicles. Operator may appeal any such decision of the Manager to County by filing a written appeal within seven days of such decision, and the decision of the Manager shall be stayed until the appeal is decided by County; and

3.11 New Government Regulation. In the event County is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon County as a result of Operator's operation during the term of this Agreement, County may call a conference for the purpose of discussing and determining methods of compliance and recovery from Operator and other affected lessees of cost so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.12 Signage. Operator agrees to the following:

3.12.1 Operator shall receive prior written approval from the Airport Manager of all signage. Operator's request must include the area to be displayed, color and size. Any signage displayed without prior written approval may be removed and discarded without liability to County.

3.12.2 Total signage on Operator's concession space must not exceed fifteen (15) square feet total in the concession area. An additional removable sign giving customers instructions or information when the counter space is not staffed may also be utilized. One sign per parking space in the paved lot no larger than 18" x 16" square for one space or 18" x 24" square for two space sign. One sign in the gravel/overflow lot no larger than a 12" x 18".

3.13 Security. Upon execution of this Agreement Operator shall post with County, and Operator must thereafter continuously maintain for the entire term of this Agreement, acceptable security in an amount equal to fifty percent (50%) of the dollar value of its average guaranteed minimum annual concession rental for the concession term (i.e., the guaranteed minimum full term concession rental set forth on Concessionaire's bid proposal divided by 36 months x 12 months x 50%), to cover Operator's performance of all of its obligations under this Agreement for the entire concession term. As used in this paragraph, the term "acceptable security" shall mean a performance bond, irrevocable letter of credit, or certificate of deposit that is in a form and with a financial institution (if applicable) acceptable to County. Operator shall be responsible for paying all required fees, premiums or other costs associated with obtaining and maintaining the acceptable security. In the event Operator defaults in any of its rental or other monetary obligations to County hereunder, County shall be entitled to collect any and all damages or costs it incurs from the acceptable security provided.

3.14 Costs of Operation. Operator shall contract for the provision of all water, utility and other services to the Service Facility and shall pay all costs associated with such initial and continuing services. All other costs of operations on the Premises, including taxes and assessments shall be the responsibility of Operator.

3.15 Discrimination and Fair Trade.

3.15.1 Operator shall furnish service to Airport Customers on a fair, reasonable, and nondiscriminatory basis.

3.15.2 Operator shall not make any false or misleading statement of fact to any Airport Customer or potential Airport Customer concerning the price of vehicles rented, amounts to be paid by Airport Customers, or any service or vehicle provided.

3.15.3 If Operator separately states, invoices or collects, as an addition to the vehicle rental rate, any surcharge, fee, or other amount (collectively, the "Fee"), whether the same is related to the Airport Use Fee or otherwise, the Fee shall be disclosed to the Airport Customer at the earliest opportunity. Operator shall not represent or characterize any Fee as a tax, facility charge or fee imposed by County on Airport Customers or individual transactions with Airport Customers. Any separately stated fee designed to recover all or part of the Airport Use Fee from Airport customers shall be characterized on the invoice and/or contract as an "operating," "location," "concession recoupment" or "concession recovery" fee or charge.

3.16 Immigration. Operator certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.1 Operator certifies that it will require its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.2 Operator certifies that it will attempt 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.

3.16.3 Operator agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq., and comply with all reasonable requests made in the course of an investigation under said statute by the Colorado Department of Labor and Employment.

3.17 Hazardous Materials Indemnity.

3.17.1 The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (a) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation, and Liability Act, (b) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (c) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (d) is in any way regulated as a hazardous material or toxic substance under the laws of the state wherein the Premises is located.

3.17.2 In addition to the indemnification set forth in paragraph 3.7 above, and without prejudice to any other rights and remedies thereunder, Operator and its successors, assigns, trustees, beneficiaries and legal representatives shall protect, indemnify, defend and hold harmless County, its officers, employees, representatives, and their respective successors and assigns from

and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to the existence of any Hazardous Material placed on, in or under the Premises by Operator or any party acting for, by or through Operator or with Operator's permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitation, attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Premises; and/or (iii) from the presence or existence of Hazardous Materials on, in or near the Premises, including all consequential damages.

3.17.3 In the event that any investigation, monitoring, containment, cleanup, removal, remediation, restoration or other work of any kind or nature ("Remedial Work") is required, reasonably necessary or desirable under any applicable federal, state or local law or regulation, any judicial order, or by any governmental or non-governmental entity or person because of, or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Material in or into the air, soil, groundwater, surface water or soil vapor at, in, about, under or within the Premises (or any portion thereof), Operator, if it has an obligation to indemnify County as set forth above will, within 30 days after written demand for performance thereof by County (or within a shorter period of time as may be required under any applicable law, regulation, order or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work will be performed by one or more contractors, approved in advance in writing by County, and under the supervision of a consulting engineer approved in advance in writing by County. All costs and expenses of such Remedial Work will be paid by Operator, including without limitation, the charges of such contractor(s) and/or the consulting engineer, and the attorneys' fees and any costs incurred by County in connection with the monitoring or review of such Remedial Work. In the event Operator fails to timely commence or cause to be commenced, or fails to diligently prosecute to completion, such Remedial Work, County may, but will not be obligated to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, will be reimbursed by Operator.

3.17.4 Nothing contained in this indemnification will prevent or in any way diminish or interfere with any rights and remedies, including without limitation, the right to contribution, which County may have against Operator or against any of its predecessors or successors in interest, or any other party under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as it may be amended from time to time, or of other applicable federal, state or local laws.

4. OBLIGATIONS OF COUNTY

4.1 Quiet Enjoyment. County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2 Maintenance and Utilities. During the term of this Agreement, County shall maintain and keep in good repair so much of the Airport as is not under the exclusive control of individual lessees, in accordance with applicable laws, rules and regulations. County shall also maintain and operate sewage and

water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or hereafter connected with the operation of the Terminal at the Airport.

4.3 Access to Premises. County shall provide access within the Airport for extension and maintenance of electrical power, gas and telephone lines to serve the Service Area. County shall also provide a road suitable for vehicular traffic connecting the Service Area with the Terminal, which road Operator is hereby given the right to use, in common with others, for movement of its vehicles.

5. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the three-year period commencing on June 1, 2012, and ending May 31, 2015.

5.2 Option to Renew. County shall have the option to renew or extend this Agreement for an additional period of up to twenty four (24) months, under the same terms and conditions, and subject to the highest annual minimum guarantee as provided in paragraph 3.1.4 for any year of the initial term of this Agreement. County may exercise its option to extend this Agreement by delivering written notice of the same to Operator, at the address set forth above, at least ninety (90) days prior to the end of the initial term hereof.

5.3 Holding Over. Holding over or failure to vacate the Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy which may be terminated by either party upon 30 days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator. Operator shall have the right, upon written notice to County, to terminate the Agreement upon the happening of one or more of the following events if said event or events shall then be continuing:

6.1.1 The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Operator of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any essential part thereof which may be used by Operator and which is necessary for Operator's operations on the Airport, which remains in force for a period of at least 90 days;

6.1.2 If County shall default in fulfilling any of the material terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within 30 days following receipt of written demand from Operator to do so;

6.1.3 If all or a material and essential part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or the public enemy;

6.1.4 If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Operator's operation for a period of 30 consecutive days or more.

6.2 Termination by County. County shall have the right to terminate this Agreement in the event of any of the following:

6.2.1 Failure by Operator to make any payment due hereunder within 15 days after notice of the overdue payment is sent to Operator, in which case, County may, at its option, in addition to other remedies, and with or without terminating this Agreement, take possession of so much of Operator's personal property as is reasonably necessary to secure payments of the amounts due and unpaid;

6.2.2 Appointment of a receiver of Operator's assets;

6.2.3 Failure by Operator to conduct business at the Airport for a period of 30 consecutive days without reasonable cause including, but not limited to strikes, work stoppage and equipment failures;

6.2.4 Default in the performance of any covenant or agreement in this Agreement required to be performed by Operator, other than the payment of money or the occurrence of the events described in this paragraph, and the failure of Operator to remedy such default for a period of 30 days after receipt from County of written notice to remedy the same.

6.2.5 Failure by Operator to make Gross Revenue efforts required by section 3.4 of this Agreement.

County need not terminate this Agreement upon default, but at its discretion and without terminating the Agreement, may seek specific performance or damages incurred as a result of Operator's default.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Agreement, Operator's rights to use of the Premises, facilities and services described herein shall cease, and Operator shall vacate the Premises without unreasonable delay.

6.3.2 At the end of the term of this Agreement, Operator shall leave the Premises in good condition with the exception of reasonable wear and tear. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about the Airport shall be deemed to be personal and shall remain the property of Operator. Operator shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional period of 10 days after the expiration or other termination of this Agreement, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal. Any and all property not so removed by Operator shall become a part of the land on which it is located and title thereto shall vest in County. County may, however, at its option, require and accomplish the removal of said property at the expense of Operator.

6.4 Damage or Destruction of Premises.

6.4.1 If the Terminal is partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Premises tenable, but said damage is capable of being repaired in 60 days or prior to the termination date, whichever date first occurs, the Premises shall be repaired with due diligence by County at its own cost and expense, and (a) the rent payable under subsection 3.1.1 of this Agreement shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered untenable bears to the total space leased, and (b) the minimum annual guaranteed amount set forth in

subsection 3.1.2 above shall also be abated; in both cases until such time as the Premises shall be restored to tenantable condition by County. If the Terminal is completely destroyed or the Premises are so damaged that it will remain untenable for more than 60 days or beyond the termination date of this Agreement, whichever date first occurs, either party may, at its option, cancel so much of this Agreement as relates to the untenable space, such cancellation to be effective as of the date the Terminal was damaged or destroyed.

6.4.2 In the event that the Premises are rendered untenable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for in this Agreement during the period that the same are so untenable or unusable.

6.4.3 Notwithstanding any of the foregoing, in the event any damage or destruction is caused by a negligent act or omission by Operator, its sublessees, agents or employees, Operator shall reimburse County for its actual costs incurred in repairing the Premises. Nothing in this Agreement shall be construed as a waiver of the right of County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.4 In the application of this Section 6.4, County's obligations shall be limited to repair or reconstruction of the Terminal to the extent and of equal quality as obtained at the commencement of operations under this Agreement. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused solely by a negligent act or omission of County, its agents and employees, in which event County shall be responsible for the redecoration and replacement. Any such redecoration or refurbishing shall be of equivalent quality to that originally existing at the commencement of the Agreement.

6.5 Waiver of County's Lien. County will not claim or have a lien of any kind, be it contractual or statutory, on or against Operator's motor vehicles for non-payment of Rent, default by Operator or any other reason, and County hereby waives any such liens available to County.

7. ASSIGNMENT AND SUBLETTING

7.1 Assignment and Subletting. Operator shall not at any time assign or sublet its rights under this Agreement or any part thereof without the written consent of County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations under this Agreement. In any event, County may require any proposed assignee to submit qualifying information, and meet the qualifying criteria set forth in the Request for Competitive Bids/On Airport Rental Car Concession, dated September 19, 2007.

7.2 Successors to County. The rights and obligations of County under this Agreement may be assigned by County, at the option of County, and without the necessity for the concurrence of Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Rules and Regulations. Operator agrees to observe and obey lawful rules and regulations presently existing or hereafter promulgated with respect to use of the Airport and Premises annexed as Exhibit 4.

8.2 Agreement Subordinate. This Agreement shall be subordinate to any existing or future agreement between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

8.3 Non-Discrimination. Operator, in its operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of the non-discrimination provision contained in the Agreement, and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Inspection by County. County, through its authorized agent, shall have the right at all reasonable times to enter upon the leased Premises to inspect, to observe the performance by Operator of its obligations hereunder, and to do any act which County may be obligated to do or have the right to do under this Agreement, under any other agreement to which County is a party or under applicable law.

8.5 Service Entrances. County shall have no obligation to provide any special service entrances for utilities other than those which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator.

8.6 Improvements on the Premises. Construction plans, specifications, budgets and schedules for all proposed improvements on the Premises shall be submitted by Operator and subject to County approval. County may reject submissions which are not in accordance with applicable codes, rules, regulations, ordinances and statutes, and which are inadequate or incompatible with Airport conditions or inconsistent with Airport architectural style and design or with uses typically made of public use airports. Within thirty (30) days after expiration or sooner termination of this Agreement, at County's sole option, Operator agrees to demolish and remove from the Premises all improvements owned by Operator on the day prior to such termination or expiration, at Operator's sole cost and expense. If adjacent improvements are scheduled for demolition and removal at or about the same time, Operator agrees to participate in joint demolition and removal operations and to promptly pay its proportionate cost of such demolition and removal.

8.7 Disadvantaged Business Enterprise.

8.7.1 It is the policy of County that disadvantaged business enterprises ("DBEs"), including firms owned and controlled by minorities and/or women as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its leases.

8.7.2 In the performance of this Agreement, Operator hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by

Operator in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

8.7.3 Operator assures that it will include this section 9.7 in all subleases and cause all sublessees to similarly include clauses in further subleases.

8.7.4 Operator agrees that it shall comply with federal laws and regulations which now, or may hereafter, impose upon Operator, or require County to impose upon Operator, requirements that a portion of Operator's subcontracts and/or purchase contracts be awarded to DBE enterprises, including, but not limited to, the purchase of rental car fleets. Operator shall comply with applicable provisions of County's FAA-approved DBE Concession Plan as it now exists, or as it may hereafter be amended.

8.8 Condemnation. Nothing contained in this Agreement shall be deemed to limit or restrict in any way such lawful rights as Operator may have now or in the future to maintain claims against the federal, state or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the Premises, including Fixed Improvements, or of all or a material part of the Airport.

8.9 Liens. Operator shall immediately cause to be removed any and all liens of any nature arising out of or imposed because of any repair performed by Operator or any of its contractors or subcontractors upon the Premises or Fixed Improvements or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Premises.

8.10 Force Majeure. Neither County nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, vehicles, fuel or tires as the result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which is not under its control.

8.11 Reserved Rights of County. County reserves the right to offer incentives from time-to-time to rental car operators for their increased use of high mile-per-gallon vehicles at the Airport. By way of example but not limitation, County may decide to make available additional vehicle storage spaces to Operator or operators which achieve certain fuel efficiency fleet goals. If offered, no such incentive shall reduce the rights of other Operator under this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Agreement.

9.3 Attorneys' Fees. In any litigation to enforce the provisions of this Agreement, the court may award reasonable attorney fees and costs to the prevailing party.

9.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement 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 a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.7 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of County and to the permitted assigns of Operator.

9.8 Notices. Notices and demands provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, or via Federal Express, to the addresses set forth below or to such other addresses as the parties may from time to time designate in writing:

If to County: Airport Manager
 Gunnison Crested Butte Regional Airport
 519 W. Rio Grande
 Gunnison, CO 81230

If to Operator: Michael Skelton
 501 Airport Road, Suite 111
 Farmington, New Mexico 87401

9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and any action to enforce or interpret its provisions shall be brought in a court in and for Gunnison County, Colorado, or the United States District Court for the District of Colorado.

9.10 Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

9.11 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

9.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: [Signature]
Har Channell, Chairperson

By: [Signature]
Paula Swenson, Commissioner

By: [Signature]
Phil Chamberland, Commissioner

Attest: [Signature]



By: [Signature]
Michael Skelton
President

Attest: [Signature]
Maureen McPherson

Appendix B

**AMENDMENT TO MICAR AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

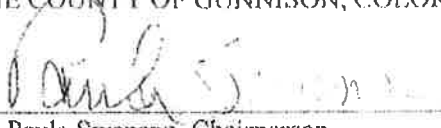
**AMENDMENT TO MICAR AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

THIS AMENDMENT to the Micar, Inc. Airport Facilities Lease and Rental Car Concession Agreement amends that certain Airport Facilities Lease and Rental Car Concession Agreement between the Board of County Commissioners of Gunnison County, Colorado and the Micar, Inc. entered into on June 1, 2012, identified as Gunnison County Legal Instrument No. 2012-116 (herein "Agreement") as follows:

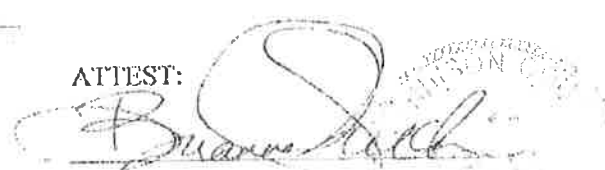
1. Extension of Term. The term of the Agreement is from June 1, 2012 through May 31, 2015. Section 5.2 of said Agreement provides for an extension of the initial term for two (2) additional years. The undersigned parties herein agree to extend the initial term from June 1, 2015 to May 31, 2017.
2. Reaffirmation and Ratification of Agreement. Except as expressly identified herein, all terms and conditions of the above referenced Agreement are hereby reaffirmed and ratified.

Entered into this 16th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Paula Swenson, Chairperson

ATTEST:


Gunnison County Clerk

THE MICAR, Inc.

By: 
Michael Skelton

Appendix C

SECOND AMENDMENT TO MICAR AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT – ASSIGNMENT TO BUDGET RENTAL CAR SYSTEM, LLC

Appendix C

SECOND AMENDMENT TO MICAR AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT –
ASSIGNMENT TO BUDGET CAR RENTAL SYSTEM, LLC

THIS SECOND AMENDMENT TO MICAR AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT – ASSIGNMENT TO BUDGET CAR RENTAL SYSTEM, LLC ("Second Amendment") is made and entered into this 5 day of July, 2016, among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County"), MICAR, INC., a New Mexico corporation whose address is 501 Airport Road, Suite 111, Farmington, New Mexico 87401 ("Operator") and BUDGET CAR RENTAL SYSTEM, LLC, a New Jersey limited liability company whose address is 6 Sylvan Way, Parsippany, NJ 07054 ("New Operator").

A. RECITALS

WHEREAS, on June 1, 2012 Gunnison County and Operator entered into the *Airport Facilities Lease and Rental Car Concession Agreement* identified as Gunnison County Legal Instrument No: 2012-116, attached hereto and incorporated herein by reference as Appendix "A" ("Lease Agreement"); and

WHEREAS, on June 16, 2015, to extend the term of the Lease Agreement, Gunnison County and Operator amended the Lease Agreement and entered into an *Amendment to Micar Aiport Facilities Lease and Rental Car Concession Agreement* identified as Gunnison County Legal Instrument No: 2015-100, attached hereto and incorporated herein by reference as Appendix "B" ("First Amendment"); and

WHEREAS, Operator intends to assign its interest in the Lease Agreement and First Amendment to the New Operator; and

WHEREAS, the New Operator intends to confirm its acceptance of the Operator's assignment of its interest in the Lease Agreement and First Amendment; and

WHEREAS, the Operator and New Operator seek Gunnison County's consent for such assignment of the Lease Agreement and First Amendment; and

WHEREAS, the intent of this Second Amendment is to memorialize the above.

B. AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gunnison County, Operator and New Operator agree to modification of the Lease Agreement and First Amendment thereto as follows:

1. Assignment.

The Operator hereby assigns any and all interest it may have in the Lease Agreement and First Amendment to the New Operator.

The New Operator hereby accepts and assumes any and all rights and obligations set forth under the Lease Agreement and First Amendment.

2. Consent of Assignment.

Pursuant to Section 7.1 of the Lease Agreement Gunnison County consents to Operator's assignment and delegation to the New Operator and the New Operator's acceptance and assumption of all rights and obligations set forth under the Lease Agreement and First Amendment thereto.

3. Effective Date of the Second Amendment.

The effective date of this Second Amendment shall begin retroactive on May 20, 2016 and shall expire, as set forth in and consistent with the First Amendment, May 31, 2017 unless otherwise terminated pursuant to the Lease Agreement.

4. Elimination of Option to Renew.

The opportunity for an option to renew the Lease Agreement pursuant to Section 5.2 of the Lease Agreement is hereby eliminated and omitted.

5. Notice.

Section 9.8 of the Lease Agreement is hereby amended to reflect the New Operator's address as follows:

If to Operator: Budget Car Rental System, LLC
 6 Sylvan Way
 Parsippany, NJ 07054

6. Reaffirmation and Ratification. Except as modified herein, the terms and conditions of the Lease Agreement and First Amendment thereto are hereby reaffirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

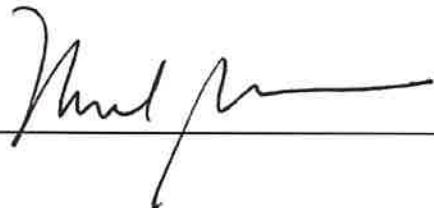
By 
Paula Swenson, Chairperson

ATTEST:


Deputy County Clerk



MICAR, INC., a New Mexico corporation

By 

ATTEST:


Secretary

BUDGET CAR RENTAL SYSTEM, LLC,
a New Jersey limited liability company

By 

Robert Bouta, Senior Vice President
an authorized representative of Budget Rent A Car System, Inc.

ATTEST:


Secretary

Appendix D

**SECOND AMENDMENT OF AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

**SECOND AMENDMENT OF AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and MICAR, Inc., a New Mexico corporation ("~~MICAR~~"), for the purpose of providing automobile rental services at the Gunnison-Crested Butte Regional Airport. See Gunnison County Legal Instrument No: 2012-116 attached hereto and incorporated herein as Appendix "A" ("Agreement"); and

WHEREAS, on June 16, 2015 an Amendment to MICAR Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board and MICAR. See Legal Instrument No: 15-100 attached hereto and incorporated herein as Appendix "B" ("Amendment"); and

WHEREAS, initially Budget Rent A Car System, Inc., a Delaware corporation, became the successor and assign of MICAR's Agreement and Amendment thereto and thereafter Avis Rent A Car System, L.L.C., a New York limited liability company ("Avis") became and currently is the successor and assign of the Agreement and Amendment thereto; and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Avis wish to extend the terms and conditions of the Agreement and Amendment thereto; and

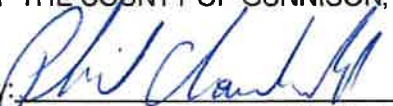
WHEREAS, the term as identified in Section 5 of the Agreement and as identified in Section 1 of the Amendment shall be and hereby is extended from May 31, 2017 to May 31, 2020; and

WHEREAS, pursuant to paragraph 5.2 of the Agreement, there shall be an option to renew or extend the Agreement for ONLY one additional year rather than 24 months as identified in the Agreement; and

WHEREAS, except as modified herein, any and all terms and conditions of the above referenced Agreement and Amendment thereto shall be and hereby are reaffirmed and ratified.

APPROVED this 5th day of September, 2017.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Phil Chamberland, Chairperson

ATTEST:


Deputy County Clerk



AVIS RENT A CAR SYSTEM, L.L.C.,
a New York limited liability company

By: 

ATTEST:



THIRD AMENDMENT

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement (Legal Instrument: 2012-115 and incorporated herein as Appendix A) was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and The HERTZ Corporation ("the Operator"), for the purpose of providing automobile rental car services at the Airport;

WHEREAS, on July 7, 2015 an Amendment (First Amendment) to HERTZ Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board and HERTZ which extended the Initial Term through May 31 2017; (incorporated herein as Appendix B); and

WHEREAS, on June 1, 2017 the Board and Operator entered into an Amendment (Second Amendment) to HERTZ Airport Facilities Lease and Rental Car Concession Agreement which further extended the Term from June 1, 2017 to May 31 2020; (incorporated herein as Appendix C) and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Operator wish to further amend (Third Amendment) the terms and conditions of the Agreement, as follows:

ADDITION TO AGREEMENT:

3.18 Customer Facility Charge. The Operator acknowledges that the Board has imposed a Customer Facility Charge or CFC which shall mean the fee imposed by the Board for each of Operator's Customers for the finance, design, construction, and operation of airport facilities constructed by or on behalf of the Board to be used by authorized rental vehicle companies operating at the Airport pursuant to a concession agreement between the Board and an Operator.

3.18.1. The method of calculating the Customer Facility Charge and the amount of such Customer Facility Charge shall be determined by the Board in its sole discretion.

3.18.2. Operator shall collect the Customer Facility Charge from each Customer with which Operator enters into an automobile rental contract at the Airport as determined by the Board. The Customer Facility Charge shall be identified on a separate line on all automobile rental customer contracts, after taxes, and shall be described as the "Airport Customer Facility Charge." All Customer Facility Charges collected and/or held by Operator shall: (i) be collected from all Customers, including without limitation all Customers receiving complimentary or discounted automobile rentals under the Operator's bona fide marketing

plans; and (ii) be held in trust by Operator for the Board's benefit. The Board may, at any time and for any reason, change the amount of the CFC, or discontinue it upon written notice to Operator. The Board anticipates that at some point during the term of this Agreement, it may need to increase or extend the current Customer Facility Charge for the purpose of financing the maintenance of the existing facilities, and/or the planning, design, and construction of a proposed new and/or expanded rental car facilities to accommodate the operations of current and/or additional Operators. In the event the Board determines that a change in the Customer Facility Charge is required, the Board will provide no less than sixty (60) days advance notice of any change in the CFC rate to Operator.

3.18.3. The CFCs collected by Operator shall be deemed to be the property of the Board and shall be held in trust by Operator for the benefit of the Board. Operator agrees that the CFCs are not income, revenue, or any other asset to Operator; that Operator has no ownership or property interest in such CFCs; and that Operator hereby waives any claim to a possessory or ownership interest in the CFCs. Operator agrees that it holds such CFCs in trust for the benefit of the Board, and that the Board (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs. Operator shall segregate, separately account for, and disclose all CFCs as trust funds in their financial statements and shall maintain adequate records that account for all CFCs charged and collected. Failure to segregate the CFCs shall not alter or eliminate their trust fund nature.

3.18.4. All Customer Facility Charges so collected shall be remitted to the Board on or before the twentieth (20th) day of the calendar month immediately following the end of the calendar month during which such fees were collected, together with a monthly statement of transactions and transaction days. Failure to strictly comply with this shall be considered a material breach of the Operator's authorization to do business at the Airport. The Board shall have the right to audit the CFC records upon reasonable notice to Operator.

3.18.5. Operator shall maintain records and controls sufficient to demonstrate the correctness of any such Customer Facility Charges collected by Operator and the amount of any Customer Facility Charges remitted to the Board. Said records shall be available for inspection and examination by the Board or its duly authorized representatives at all times.

AMEND:

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the twelve-year period commencing on June 1, 2012, and ending on May 31, 2024.

Except as modified herein, all terms and conditions of the Agreement are hereby reaffirmed and ratified.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Elizabeth Smith, Commissioner

By: _____
Laura Puckett Daniels, Commissioner

ATTEST :

Deputy County Clerk

THE HERTZ CORPORATION,
A Delaware Corporation

By: _____

Title: _____

ATTEST:

Appendix A

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Appendix A

GUNNISON COUNTY LI: 2012-115

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

Between

the

Board of County Commissioners of Gunnison County, Colorado

and

The Hertz Corporation

**Gunnison Crested Butte Regional Airport
Gunnison, Colorado**

June 1, 2012

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Exhibit 1: Level 1 of Airport terminal layout 4/28/08

Exhibit 2: Airport Parking Plan

Exhibit 3: Certificate of Insurance

Exhibit 4: Rules and Regulations

**AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT
GUNNISON CRESTED BUTTE REGIONAL AIRPORT**

THIS AGREEMENT is made as of June 1, 2012, between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, having its principal office at the 200 E. Virginia Ave Gunnison, Colorado (the "County"), and Hertz Corporation and having a principal address of 225 Brae Boulevard, Park Ridge, NJ ("Operator"). The

RECITALS

The parties recite and declare that:

- A. County is operator and proprietor of the Gunnison Crested Butte Regional Airport.
- B. Automobile rental services at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport.
- C. County desires to make said services available at the Airport and Operator is qualified, ready and able to perform or see to the performance of said services.
- D. In consideration of the foregoing and of the mutual covenants and agreements herein, County is willing to lease to Operator a portion of the Airport premises, and grant Operator certain non-exclusive rights and privileges.

1. DEFINITIONS As used in this Agreement, defined words and terms shall have the following meanings:

- 1.1 "Airport" is the Gunnison Crested Butte Regional Airport located in Gunnison, Colorado.
- 1.2 "Manager" is the manager of the Airport as may be designated from time to time by County.
- 1.3 "Agreement" is this Airport Facilities Lease and Rental Car Concessions Agreement.
- 1.4 "Employee" is any employee, officer, or director of Operator, or any other individual who operates a vehicle or provides other service at the Airport for Operator, and includes an individual Operator.
- 1.5 "Gross Revenue" is the gross amount charged to customers for and in connection with the rental of vehicles by Operator at the Airport, including charges for time and mileage, but excluding only any amounts separately stated and collected from customers by Operator for (a) sales and other taxes, (b) collision or accident waiver, (c) collision or accident insurance, and (d) gasoline purchased by customers.
 - 1.5.1 For purposes of this definition, rentals shall be deemed to have been made at the Airport if the customer order is received and processed at the Airport, even though the vehicle is dropped off by the customer elsewhere. However, in instances of delivery of Operator owned vehicles from the Airport, for rental at other car rental branch offices owned and operated by Operator, or where a vehicle is rented from another branch office, outside of Gunnison County,

Colorado, even though the order is received at the Airport, then the vehicle shall not be deemed to have been rented at the Airport.

1.5.2 If any charge, fee or amount designed to recover, in whole or part, the Airport Use Fee set forth in Subsection 3.1.2 of this Agreement, is separately stated, as authorized and limited in Subsection 3.12.3 of this Agreement, or if any other fees or surcharges are imposed by Operator, any and all such amounts shall be included in Gross Revenue.

1.6 "Premises" is a collective terms which refers to the Terminal Premises and assigned parking spaces.

1.7 "Solicitation" is any communication or attempt communication for the purpose of encouraging a potential customer to conduct business with Operator. Solicitation includes, but is not limited to, distribution of hand bills, mime and oral communication, the display of signs, other than pre-arranged reservations.

1.8 "Terminal" is the existing Passenger Terminal Building at the Airport.

1.9 "Terminal Premises" consist of exclusive use space, counter and office space, leased to Operator, as described in subsection 2.2.1 of this Agreement, and as depicted on Exhibit 1, or such substitute space as may be authorized and assigned hereunder.

2. USE OF AIRPORT FACILITIES

2.1 Operational Rights.

2.1.1 Subject to the terms and conditions of this Agreement, Operator is granted the right to conduct and operate a non-exclusive car rental concession at the Airport, and use the Premises in conjunction with Operator's car rental concession at the Airport. In its operations from the Airport, Operator may utilize the following brand name or names: "Hertz". The brand name(s) under which Operator conducts its operations on and from the Airport may not be changed without the prior written approval of County, provided, however, that if such brand(s) are extinguished by merger or nationwide change in brand identity, no such County approval shall be required. Operator shall not be entitled to any greater rights or obligations under this Agreement by virtue of operating under two brand names rather than one.

2.1.2 Operator's use of the Airport or any portion thereof, may be temporarily restricted by the Manager to the extent the Manager deems necessary to protect or enhance public health or safety, in the event of emergency or as necessary for security.

2.2 Terminal Building and Parking Space. County grants Operator use of the following space in and adjacent to the Terminal:

2.2.1 Exclusive use of the Terminal Premises identified in Exhibit 1 hereto as Space Number 118, consisting of approximately 130 square feet and common use space consisting of 39 square feet;

2.2.2 Joint use with others of roads useful in the conduct, operation and maintenance of Operator's concession under this Agreement;

2.2.3 Use of 28 "ready" parking spaces, being spaces 150 through 177 for rental cars, or such substitute spaces at location or locations designated from time to time by the Manager and reasonably convenient to the Terminal. **Exhibit 2**

2.2.4 Use of such "return" rental car parking spaces, in the same location as the "ready" parking spaces as designated by the operator..

2.2.5 Use of that portion of the gravel/overflow parking lot designated for Operator's use by Manager.

2.3 Substitute Space. If County elects to expand or remodel the Terminal in such a way that the Terminal Space (rental car counters/offices) will be affected, County reserves the right, to assign other or different office/counter space in the Terminal to Operator, and to assign temporary space inside or outside the Terminal during construction, if necessary. The reasonable third party costs of any such move shall be paid by County, but in no event shall County be liable for any consequential or other damages suffered by Operator as a result of relocation. Such substitute space, including temporary space, to the extent practicable, will be no less conveniently located relative to the substitute locations of other on-Airport rental car operators. Such substitute space (and to the extent practicable temporary space) will be of no less square footage than Operator's space assigned under this Agreement. This Agreement shall continue in effect with respect to such substitute space.

2.4 Right of Ingress and Egress. Operator shall have at all times the full and free right of ingress to and egress from the Premises for Operator, its employees, customers, guests and other invitees.

2.5 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for paging, and similar purposes, subject to reasonable policies established by the Manager.

2.6 Limitation on Uses.

2.6.1 Operator's uses of the Airport authorized and granted in this Agreement shall be limited to providing automobile rental service at the Airport, and arranging for such services for the public using the Airport, at locations other than Gunnison County, Colorado.

2.6.2 Operator may park automobiles at the Airport, on areas other than those designated for its exclusive use, only at locations and at times, if any, specified from time to time by the Manager. Operator's vehicles parked in an area other than those designated for Operator's use shall be promptly moved by Operator to an authorized location when so directed by the Manager.

2.6.3 Operator agrees that it shall pay contract damages of \$100 for each breach by it of the prohibitions set forth in Subsection 2.6.2 above, provided, however, that if more than two such breaches occur during any 12-month period, contract damages shall increase to \$200 for the third and each subsequent breach during the same 12-month period. Operator agrees to pay such damages within fifteen (15) days of notification of breach by the Manager. If Operator wishes to appeal the notification of breach, it may do so by filing a written appeal to County within said fifteen (15) day period. If the Manager's determination of breach is upheld by County, Operator shall pay contract damages due within fifteen (15) days of notification of County's determination.

2.6.4 Operator agrees that the Terminal Premises are part of the Terminal, which is closed during certain hours of the day and evening and utilized expressly for purposes relating to members of the public traveling by commercial airlines. Operator agrees its use proposed for the Terminal Premises is consistent with the use of the Terminal for the intended purpose and accept the closure of the Terminal during hours when it is not required by County in the exercise of its sole discretion for such purposes. If Operator unlocks the Terminal during closed periods, Operator shall be responsible for re-locking the Terminal and assuring that only the employees and/or customers enter the Terminal.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay County rentals and charges for the use of the Premises and for services and privileges granted under this Agreement, according to the following schedule:

3.1.1 As space rental for exclusive use of Terminal Premises identified in Paragraph 2.2.1 above, an annual rental, payable monthly, computed on a per square foot basis as follows:

130 sq/ft. Counter/Office

$\$34.14 \times 130 \text{ sq/ft} = \$4,438.20 \text{ yr.} = \$369.85 \text{ mo.}$

Concession common area calculated at 30% of the exclusive use space:

39 sq/ft common area

$\$34.14 \times 39 \text{ sq/ft} = \$1,331.43 \text{ yr.} = \$110.96 \text{ mo.}$

Such rental rate shall be automatically increased as of each June 1 during the term of this Agreement by three percent (3%) over such rental due in the prior year.

3.1.2 For each assigned parking space rented by Operator under Paragraphs 2.2.3 and 2.2.4 above, Operator shall pay an additional \$25.00 per space per month.

$\$25.00 \times 28 \text{ spaces} = \$700 \text{ per month}$

County may, from time to time, adjust the monthly price for parking spaces; however, during the term of this Agreement, fees for spaces will not exceed thirty dollars (\$30.00) per space.

3.1.3 As an Airport concession fee, Operators shall pay a minimum annual guaranteed amount "MAG") of \$60,000 for the first year of this Agreement (June 1, 2012 - May 31, 2013), \$60,000 for the second year of this Agreement (June 1, 2013 - May 31, 2014) and \$60,000 for the third year of this Agreement (June 1, 2014 - May 31, 2015), or ten percent (10%) of Operator's Gross Revenue, whichever is greater.

3.1.4 If any rental, fee or charge is not paid within the calendar month of the due date, Operator shall pay, in addition to such delinquent payment, a late charge of \$200.00 will be assessed on the delinquent payments and interest will accrue on the delinquent payment at a rate of one percent (1%) per month on all delinquent balances.

3.1.5 All payments shall be made payable to "Gunnison County". Payments should be sent or delivered to the Finance Office, 200 East Virginia Avenue, Gunnison, CO 81230.

3.2 Terms and Conditions of Payment.

3.2.1 On or before the 20th day of each month which follows a month falling in the term of this Agreement, Operator shall furnish County a statement of Gross Revenue for the immediately preceding month, and shall simultaneously pay County 10% of such Gross Revenue.

3.2.2 If any monthly Gross Revenue payment made under Section 3.2.2 above does not equal or exceed 8.33% (1/12th) of the MAG paid to County that month, then in addition to the Gross Revenue payments made or due, Operator shall simultaneously pay County the amount by which 8.33% (1/12th) of the relevant MAG exceeds the monthly Gross Revenue payment made.

3.2.3. Within 90 days after May 31st of each year during the term hereof, Operator shall furnish County a statement of Operator's Gross Revenue for the preceding contract year, certified by a principal or an appropriate corporate officer. Operator shall simultaneously pay to County the excess MAG rental, if any, due for such preceding calendar year over and above the rental theretofore paid. If Operator shall have paid to County, during the preceding Agreement year, MAG payments in excess of those due under Section 3.1.4 above, County shall credit Operator for said excess amount against future payments, except that if this Agreement shall have expired and Operator has not been awarded a successor agreement, County shall refund such excess MAG payment to Operator within thirty (30) days after receipt of Operator's statement of Gross Revenue.

3.2.4 County reserves the right to conduct audits of Operator's books of account and records, which audits may be conducted upon reasonable notice to Operator and during Operator's normal weekday business hours. In performing said audits, County shall be entitled to review, and Operator shall be obligated to provide County, all of the books of account and records that Operator is obligated to maintain pursuant hereto, as well as other documents and files in Operator's possession, custody or control at the time County advises Operator of its desire to audit Operator's records, that County, or its auditor, believe, in their sole discretion, are useful, relevant or necessary to determine or verify the correct amount of gross revenues enjoyed by Operator, and the correct amount of percentage rental owed by Operator to County, for the period involved. Should Operator fail to maintain the books of account and records required to be maintained pursuant hereto, or should Operator fail to permit County or its auditor to review Operator's books and records, and other documents and files, as required by this subparagraph, said default is agreed by the parties to be a material breach of this Agreement and Operator agrees to pay, as liquidated damages for such breach, an additional amount equal to fifty (50%) percent of the verifiable costs, fees and charges due from Operator hereunder for the period in question. If any audit shows that percentage rentals and other charges, that should have been paid to County by Operator pursuant to this Agreement, were understated or underpaid for any period involved, Operator shall, within thirty (30) days notice of any such deficiency, pay to County the full amount underpaid, plus eighteen percent (18%) interest, on such underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds exactly one (1.0%) percent of the total annual percentage rental that was owed by Operator to County for the audit period involved, Operator, in addition to paying County the underpayment owed and interest accrued thereon, shall within thirty (30) days' notice reimburse County for the cost of the audit not to exceed Fifteen Hundred Dollars (\$1,500.00). If

the audit discloses overpayment of the percentage rentals paid to County by Operator, County shall refund the amount of overpayment to Operator within thirty (30) days of said audit. County shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce County's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

3.2.5 Payments required under this Agreement shall be accompanied by financial and other information on Operator's operations at the Airport on such reports or forms as the Manager may reasonably require.

3.3 Abatement of Minimum Guarantee.

3.3.1 In the event that one of the following conditions exists, the MAG provided in section 3.1.4 shall be abated for the period of time the condition exists:

3.3.1.1 If, during any year of this Agreement (June 1 – May 31), the number of deplaning passengers at the Airport falls below seventy percent (70%) of the number of deplaning passengers at the Airport for the preceding Agreement year, the minimum annual guarantee for each year shall be reduced to a sum equal to seventy percent (70%) of the minimum annual guarantee.

3.3.1.2 If the Terminal is partially damaged so as to render the Terminal Premises untenable, as more fully set forth in subsection 6.4.1 of this Agreement.

3.3.2 In any event, and notwithstanding the provisions of 3.3.1 above, Operator shall pay County 10% of its Gross Revenues during the period of time any condition set forth in 3.3.1 above continues to exist. County shall return to Operator a just proportion of any minimum guarantee payment which may have been paid in advance for a month or portion thereof which falls within the period of abatement.

3.4 Gross Revenue Efforts. If Operator maintains multiple locations for the rental of vehicles in Gunnison County, Colorado, it shall:

3.4.1 For purposes of Gross Revenue determination and maximization, use its best efforts to ensure that its customers arriving in Gunnison County by air transportation are rented vehicles at the Airport;

3.4.2 To facilitate audit authorized by subparagraph 3.2.8 of this Agreement, utilize customer invoices for rentals at the Airport which are clearly distinguishable, including but not necessarily limited to separate lettering or numbering systems, from customer invoices for rentals at other Gunnison County locations; and

3.4.3 As the presumed amount of undetected deferral, pay an amount equal to ten (10) times the value of Gross Revenue determined by audit to have been deferred to Operator's other Gunnison County locations, if any.

3.5 Maintenance of Premises.

3.5.1 During the term of this Agreement, Operator shall maintain and keep the Premises in good repair and clean condition in accordance with applicable laws, rules and regulations.

3.5.2 Operator shall ensure that trash generated by its operations is immediately placed in covered containers, that no fugitive trash is generated, that the Premises are policed for trash on a daily basis, and that trash and other wastes are disposed of lawfully and promptly. Operator shall not store hazardous wastes on the Premises except in strict compliance with Federal, State and local laws and regulations.

3.6 Liability and Hazard Insurance. Operator shall at all times during the Term of this Agreement carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies:

3.6.1 Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Operator during the term of this Agreement.

3.6.2 Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability and \$500,000 for Property Damage Liability.

3.6.3 Comprehensive automobile liability insurance on all vehicles used at or rented from the Airport, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

3.6.4 With respect to the insurance required by paragraphs 3.6.1 through 3.6.3, Operator shall furnish County with a certificate of insurance which shall provide that County and Airport are insured under said policies and that the policies cannot be cancelled or materially modified except upon ten days advance written notice to County. An initial such certificate of insurance is annexed as **Exhibit 3**.

3.6.5 If at any time during the term of this Agreement Operator shall fail to obtain or maintain insurance required in subparagraphs 3.6.1 through 3.6.4, County may effect such insurance by taking out policies in companies satisfactory to County. The amount of the premium or premiums paid for such insurance by County shall be immediately payable by Operator to County upon receipt of notice that such premiums have, in fact, been paid.

3.6.6 Operator may insure in such amounts as it deems appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Premises;

3.7 Indemnification of County. Operator agrees to indemnify and hold County harmless against all liability for injuries to persons or damage to property caused by Operator's negligent operations at and from the Airport, or negligent use or occupancy of the Premises, other than injuries or damage caused by the gross negligence or willful misconduct of County.

3.8 Operator's Other Obligations. Operator hereby covenants and agrees, that with respect to operations authorized under this Agreement:

3.8.1 It will furnish good, prompt and efficient service, adequate to meet all reasonable demands for car rental service at the Airport, on a fair and reasonable basis, and to charge prices for

such services in accordance with its usual standards, on a basis substantially similar to that charged by it for similar services at airports of comparable size within the region;

3.8.2 Rental automobiles shall be maintained at Operator's sole expense, in good operative order, free from known mechanical defects, free from any manufacturer's recall notices which may materially affect safety, and in clean, neat and attractive condition, inside and outside.

3.8.3 It shall be responsible for the installation of any telephone or fax services, high speed internet, etc., required by Operator and shall pay for such service and installation.

3.8.4 It shall not store objects or material of any kind whatsoever on the top of or outside of any Premises leased to Operator. Operator shall not store, use or maintain on the Premises any motor oil, grease, gasoline or other flammable or hazardous material.

3.8.5 During the term of this Agreement its hours of operation shall be adequate to service scheduled flights, seven days a week. Operator shall provide during normal commercial terminal hours (6:30 a.m. to 10:30 p.m. local time) a working cell phone number which will be predominately posted on its counter for any walk up customers, customers with rental car difficulties, or a means to contact Operator's representative should the need arise.

3.8.6 Its employees performing services at the Airport shall at all times be neat, clean and courteous; be appropriately and modestly dressed; and be adequately trained in customer relations and safety in a manner, frequency and level appropriate to the positions they hold

3.8.7 It shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the Premises in any manner whatsoever except through the use of authorized signs;

3.8.8 It shall abide by and be subject to all rules and regulations which are now, or may from time to time be, promulgated by County concerning management, operation or use of the Airport; comply with all City and County regulations and ordinances, all State and Federal regulations and laws, and all applicable sales and use tax requirements, effective at the time of this Agreement and throughout the Primary and Renewal Terms hereunder.

3.8.9 It will keep or cause to be kept true, accurate and complete records of business conducted at the Airport and at all other of Operator's locations within Gunnison County;

3.8.10 It will meet all expenses in connection with the use of the Premises and the rights and privileges herein granted, including without limitation taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Premises or structures and improvements situated thereon, and that it will secure all such permits and licenses;

3.8.11 It will furnish, install, operate and maintain the Premises and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver up the Premises to County in good order, condition and repair, reasonable wear and tear excepted;

3.8.12 It shall attempt in good faith to meet the reasonable needs of fixed based Operators at the Airport and their Customers for the provision of rental vehicles.

3.8.13 It will acquire all necessary permits and licenses associated with Operator's lawful operation of its business on the Airport and in the Terminal.

3.9 Parking and Operation of Vehicles. Operator agrees to observe the following requirements with respect to parking and operation of Vehicles at the Airport:

3.9.1 Operator shall adhere to traffic laws, posted signs and pavement markings.

3.9.2 Rental Cars shall not be left unattended in loading and unloading spaces except as may be necessary to assist a passenger with baggage. If a vehicle is left unattended, it may be removed by County to a holding area.

3.9.3 In the Ready/Return Paved Lot, Operators are responsible for signage, snow removal between vehicles, and towing of any vehicles that do not belong in their assigned area. County will provide snow removal in the driving lanes, secondary to snow removal in movement areas, ramps in the Air Operations Area and streets and sidewalks in front of the Airport Terminal.

3.9.4 In the overflow/gravel lot, it shall be the responsibility of Operator to assure the spaces are utilized properly including signage, towing of any unauthorized vehicles and snow removal between vehicles. All vehicles in the overflow/gravel area must remain operational at all times.

3.10 Conduct and Qualification of Employees.

3.10.1 Operator shall make all Employees aware of Operator's responsibilities under this Agreement.

3.10.2 Operator shall have the discretion, subject to the provisions of this Agreement, to employ and terminate personnel assisting Operator under this Agreement, provided that Operator shall always maintain an adequate number of employees to fulfill the obligations herein. Personnel must demonstrate professional and courteous conduct at all times while at the Airport.

3.10.3 Operator agrees to pay all wages, all applicable Federal and State withholding taxes, Social Security payments (FICA) Unemployment and Worker's Compensation for all of its employees. Any breach of these provisions shall be deemed a material breach of this Agreement.

3.10.4 Operator and its Employees shall not engage in solicitation at the Airport. Operator and its Employees are expressly forbidden from engaging in any form of solicitation with individuals or groups other than the pre-arranged reservation and shall not loiter in the Terminal or its environs nor enter the sterile area.

3.10.5 Employees shall at all times have a neat, clean and modest appearance. Clothing shall include shoes and shirts and may bear reasonable insignia indicating affiliation with Operator.

3.10.6 Operator shall ensure that all Employees attend orientation sessions which the Airport Manager may schedule from time to time.

3.10.7 Operator shall educate and orient each of its employees which will drive Operator's vehicles on the Airport, with respect to speed limits, parking restrictions, lane use, and vehicular safety and courtesy on the Airport; it shall ensure that employee drivers of its vehicles on

the Airport comply with Airport rules and posted signs relating to vehicle operation, and operate such vehicles in a safe, courteous and non-reckless manner; it shall periodically monitor its employees' compliance with the requirements of this paragraph; it shall ensure payment of any and all citations issued to its employees relating to vehicular operation on the Airport; and, that, after notice and opportunity for hearing before the Manager, it shall pay contract damages to County of \$100 for each breach by its employees of this paragraph 3.8.9, with respect to Airport speed limits, and traffic rules while operating one of Operator's vehicles. Operator may appeal any such decision of the Manager to County by filing a written appeal within seven days of such decision, and the decision of the Manager shall be stayed until the appeal is decided by County; and

3.11 New Government Regulation. In the event County is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon County as a result of Operator's operation during the term of this Agreement, County may call a conference for the purpose of discussing and determining methods of compliance and recovery from Operator and other affected lessees of cost so incurred, and Operator agrees to attend and negotiate in good faith regarding its participation in recovery of such costs.

3.12 Signage. Operator agrees to the following:

3.12.1 Operator shall receive prior written approval from the Airport Manager of all signage. Operator's request must include the area to be displayed, color and size. Any signage displayed without prior written approval may be removed and discarded without liability to County.

3.12.2 Total signage on Operator's concession space must not exceed fifteen (15) square feet total in the concession area. An additional removable sign giving customers instructions or information when the counter space is not staffed may also be utilized. One sign per parking space in the paved lot no larger than 18" x 16" square for one space or 18" x 24" square for two space sign. One sign in the gravel/overflow lot no larger than a 12" x 18".

3.13 Security. Upon execution of this Agreement Operator shall post with County, and Operator must thereafter continuously maintain for the entire term of this Agreement, acceptable security in an amount equal to fifty percent (50%) of the dollar value of its average guaranteed minimum annual concession rental for the concession term (i.e., the guaranteed minimum full term concession rental set forth on Concessionaire's bid proposal divided by 36 months x 12 months x 50%), to cover Operator's performance of all of its obligations under this Agreement for the entire concession term. As used in this paragraph, the term "acceptable security" shall mean a performance bond, irrevocable letter of credit, or certificate of deposit that is in a form and with a financial institution (if applicable) acceptable to County. Operator shall be responsible for paying all required fees, premiums or other costs associated with obtaining and maintaining the acceptable security. In the event Operator defaults in any of its rental or other monetary obligations to County hereunder, County shall be entitled to collect any and all damages or costs it incurs from the acceptable security provided.

3.14 Costs of Operation. Operator shall contract for the provision of all water, utility and other services to the Service Facility and shall pay all costs associated with such initial and continuing services. All other costs of operations on the Premises, including taxes and assessments shall be the responsibility of Operator.

3.15 Discrimination and Fair Trade.

3.15.1 Operator shall furnish service to Airport Customers on a fair, reasonable, and nondiscriminatory basis.

3.15.2 Operator shall not make any false or misleading statement of fact to any Airport Customer or potential Airport Customer concerning the price of vehicles rented, amounts to be paid by Airport Customers, or any service or vehicle provided.

3.15.3 If Operator separately states, invoices or collects, as an addition to the vehicle rental rate, any surcharge, fee, or other amount (collectively, the "Fee"), whether the same is related to the Airport Use Fee or otherwise, the Fee shall be disclosed to the Airport Customer at the earliest opportunity. Operator shall not represent or characterize any Fee as a tax, facility charge or fee imposed by County on Airport Customers or individual transactions with Airport Customers. Any separately stated fee designed to recover all or part of the Airport Use Fee from Airport customers shall be characterized on the invoice and/or contract as an "operating," "location," "concession recoupment" or "concession recovery" fee or charge.

3.16 Immigration. Operator certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.1 Operator certifies that it will require its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

3.16.2 Operator certifies that it will attempt 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.

3.16.3 Operator agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq., and comply with all reasonable requests made in the course of an investigation under said statute by the Colorado Department of Labor and Employment.

3.17 Hazardous Materials Indemnity.

3.17.1 The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (a) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation, and Liability Act, (b) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (c) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (d) is in any way regulated as a hazardous material or toxic substance under the laws of the state wherein the Premises is located.

3.17.2 In addition to the indemnification set forth in paragraph 3.7 above, and without prejudice to any other rights and remedies thereunder, Operator and its successors, assigns, trustees, beneficiaries and legal representatives shall protect, indemnify, defend and hold harmless County, its officers, employees, representatives, and their respective successors and assigns from

and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to the existence of any Hazardous Material placed on, in or under the Premises by Operator or any party acting for, by or through Operator or with Operator's permission or acquiescence. This indemnity includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitation, attorneys', consultants' and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Premises; and/or (iii) from the presence or existence of Hazardous Materials on, in or near the Premises, including all consequential damages.

3.17.3 In the event that any investigation, monitoring, containment, cleanup, removal, remediation, restoration or other work of any kind or nature ("Remedial Work") is required, reasonably necessary or desirable under any applicable federal, state or local law or regulation, any judicial order, or by any governmental or non-governmental entity or person because of, or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Material in or into the air, soil, groundwater, surface water or soil vapor at, in, about, under or within the Premises (or any portion thereof), Operator, if it has an obligation to indemnify County as set forth above will, within 30 days after written demand for performance thereof by County (or within a shorter period of time as may be required under any applicable law, regulation, order or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work will be performed by one or more contractors, approved in advance in writing by County, and under the supervision of a consulting engineer approved in advance in writing by County. All costs and expenses of such Remedial Work will be paid by Operator, including without limitation, the charges of such contractor(s) and/or the consulting engineer, and the attorneys' fees and any costs incurred by County in connection with the monitoring or review of such Remedial Work. In the event Operator fails to timely commence or cause to be commenced, or fails to diligently prosecute to completion, such Remedial Work, County may, but will not be obligated to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, will be reimbursed by Operator.

3.17.4 Nothing contained in this indemnification will prevent or in any way diminish or interfere with any rights and remedies, including without limitation, the right to contribution, which County may have against Operator or against any of its predecessors or successors in interest, or any other party under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as it may be amended from time to time, or of other applicable federal, state or local laws.

4. OBLIGATIONS OF COUNTY

4.1 Quiet Enjoyment. County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2 Maintenance and Utilities. During the term of this Agreement, County shall maintain and keep in good repair so much of the Airport as is not under the exclusive control of individual lessees, in accordance with applicable laws, rules and regulations. County shall also maintain and operate sewage and

water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or hereafter connected with the operation of the Terminal at the Airport.

4.3 Access to Premises. County shall provide access within the Airport for extension and maintenance of electrical power, gas and telephone lines to serve the Service Area. County shall also provide a road suitable for vehicular traffic connecting the Service Area with the Terminal, which road Operator is hereby given the right to use, in common with others, for movement of its vehicles.

5. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be the three-year period commencing on June 1, 2012, and ending May 31, 2015.

5.2 Option to Renew. County shall have the option to renew or extend this Agreement for an additional period of up to twenty four (24) months, under the same terms and conditions, and subject to the highest annual minimum guarantee as provided in paragraph 3.1.4 for any year of the initial term of this Agreement. County may exercise its option to extend this Agreement by delivering written notice of the same to Operator, at the address set forth above, at least ninety (90) days prior to the end of the initial term hereof.

5.3 Holding Over. Holding over or failure to vacate the Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy which may be terminated by either party upon 30 days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator. Operator shall have the right, upon written notice to County, to terminate the Agreement upon the happening of one or more of the following events if said event or events shall then be continuing:

6.1.1 The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Operator of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any essential part thereof which may be used by Operator and which is necessary for Operator's operations on the Airport, which remains in force for a period of at least 90 days;

6.1.2 If County shall default in fulfilling any of the material terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within 30 days following receipt of written demand from Operator to do so;

6.1.3 If all or a material and essential part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or the public enemy;

6.1.4 If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Operator's operation for a period of 30 consecutive days or more.

6.2 Termination by County. County shall have the right to terminate this Agreement in the event of any of the following:

6.2.1 Failure by Operator to make any payment due hereunder within 15 days after notice of the overdue payment is sent to Operator, in which case, County may, at its option, in addition to other remedies, and with or without terminating this Agreement, take possession of so much of Operator's personal property as is reasonably necessary to secure payments of the amounts due and unpaid;

6.2.2 Appointment of a receiver of Operator's assets;

6.2.3 Failure by Operator to conduct business at the Airport for a period of 30 consecutive days without reasonable cause including, but not limited to strikes, work stoppage and equipment failures;

6.2.4 Default in the performance of any covenant or agreement in this Agreement required to be performed by Operator, other than the payment of money or the occurrence of the events described in this paragraph, and the failure of Operator to remedy such default for a period of 30 days after receipt from County of written notice to remedy the same.

6.2.5 Failure by Operator to make Gross Revenue efforts required by section 3.4 of this Agreement.

County need not terminate this Agreement upon default, but at its discretion and without terminating the Agreement, may seek specific performance or damages incurred as a result of Operator's default.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Agreement, Operator's rights to use of the Premises, facilities and services described herein shall cease, and Operator shall vacate the Premises without unreasonable delay.

6.3.2 At the end of the term of this Agreement, Operator shall leave the Premises in good condition with the exception of reasonable wear and tear. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about the Airport shall be deemed to be personal and shall remain the property of Operator. Operator shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional period of 10 days after the expiration or other termination of this Agreement, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal. Any and all property not so removed by Operator shall become a part of the land on which it is located and title thereto shall vest in County. County may, however, at its option, require and accomplish the removal of said property at the expense of Operator.

6.4 Damage or Destruction of Premises.

6.4.1 If the Terminal is partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Premises tenantable, but said damage is capable of being repaired in 60 days or prior to the termination date, whichever date first occurs, the Premises shall be repaired with due diligence by County at its own cost and expense, and (a) the rent payable under subsection 3.1.1 of this Agreement shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered untenable bears to the total space leased, and (b) the minimum annual guaranteed amount set forth in

subsection 3.1.2 above shall also be abated; in both cases until such time as the Premises shall be restored to tenantable condition by County. If the Terminal is completely destroyed or the Premises are so damaged that it will remain untenable for more than 60 days or beyond the termination date of this Agreement, whichever date first occurs, either party may, at its option, cancel so much of this Agreement as relates to the untenable space, such cancellation to be effective as of the date the Terminal was damaged or destroyed.

6.4.2 In the event that the Premises are rendered untenable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for in this Agreement during the period that the same are so untenable or unusable.

6.4.3 Notwithstanding any of the foregoing, in the event any damage or destruction is caused by a negligent act or omission by Operator, its sublessees, agents or employees, Operator shall reimburse County for its actual costs incurred in repairing the Premises. Nothing in this Agreement shall be construed as a waiver of the right of County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.4 In the application of this Section 6.4, County's obligations shall be limited to repair or reconstruction of the Terminal to the extent and of equal quality as obtained at the commencement of operations under this Agreement. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused solely by a negligent act or omission of County, its agents and employees, in which event County shall be responsible for the redecoration and replacement. Any such redecoration or refurbishing shall be of equivalent quality to that originally existing at the commencement of the Agreement.

6.5 Waiver of County's Lien. County will not claim or have a lien of any kind, be it contractual or statutory, on or against Operator's motor vehicles for non-payment of Rent, default by Operator or any other reason, and County hereby waives any such liens available to County.

7. ASSIGNMENT AND SUBLETTING

7.1 Assignment and Subletting. Operator shall not at any time assign or sublet its rights under this Agreement or any part thereof without the written consent of County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations under this Agreement. In any event, County may require any proposed assignee to submit qualifying information, and meet the qualifying criteria set forth in the Request for Competitive Bids/On Airport Rental Car Concession, dated September 19, 2007.

7.2 Successors to County. The rights and obligations of County under this Agreement may be assigned by County, at the option of County, and without the necessity for the concurrence of Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Rules and Regulations. Operator agrees to observe and obey lawful rules and regulations presently existing or hereafter promulgated with respect to use of the Airport and Premises annexed as Exhibit 4.

8.2 Agreement Subordinate. This Agreement shall be subordinate to any existing or future agreement between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

8.3 Non-Discrimination. Operator, in its operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of the non-discrimination provision contained in the Agreement, and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Inspection by County. County, through its authorized agent, shall have the right at all reasonable times to enter upon the leased Premises to inspect, to observe the performance by Operator of its obligations hereunder, and to do any act which County may be obligated to do or have the right to do under this Agreement, under any other agreement to which County is a party or under applicable law.

8.5 Service Entrances. County shall have no obligation to provide any special service entrances for utilities other than those which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator.

8.6 Improvements on the Premises. Construction plans, specifications, budgets and schedules for all proposed improvements on the Premises shall be submitted by Operator and subject to County approval. County may reject submissions which are not in accordance with applicable codes, rules, regulations, ordinances and statutes, and which are inadequate or incompatible with Airport conditions or inconsistent with Airport architectural style and design or with uses typically made of public use airports. Within thirty (30) days after expiration or sooner termination of this Agreement, at County's sole option, Operator agrees to demolish and remove from the Premises all improvements owned by Operator on the day prior to such termination or expiration, at Operator's sole cost and expense. If adjacent improvements are scheduled for demolition and removal at or about the same time, Operator agrees to participate in joint demolition and removal operations and to promptly pay its proportionate cost of such demolition and removal.

8.7 Disadvantaged Business Enterprise.

8.7.1 It is the policy of County that disadvantaged business enterprises ("DBEs"), including firms owned and controlled by minorities and/or women as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its leases.

8.7.2 In the performance of this Agreement, Operator hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by

Operator in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

8.7.3 Operator assures that it will include this section 9.7 in all subleases and cause all sublessees to similarly include clauses in further subleases.

8.7.4 Operator agrees that it shall comply with federal laws and regulations which now, or may hereafter, impose upon Operator, or require County to impose upon Operator, requirements that a portion of Operator's subcontracts and/or purchase contracts be awarded to DBE enterprises, including, but not limited to, the purchase of rental car fleets. Operator shall comply with applicable provisions of County's FAA-approved DBE Concession Plan as it now exists, or as it may hereafter be amended.

8.8 Condemnation. Nothing contained in this Agreement shall be deemed to limit or restrict in any way such lawful rights as Operator may have now or in the future to maintain claims against the federal, state or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the Premises, including Fixed Improvements, or of all or a material part of the Airport.

8.9 Liens. Operator shall immediately cause to be removed any and all liens of any nature arising out of or imposed because of any repair performed by Operator or any of its contractors or subcontractors upon the Premises or Fixed Improvements or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Premises.

8.10 Force Majeure. Neither County nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, vehicles, fuel or tires as the result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which is not under its control.

8.11 Reserved Rights of County. County reserves the right to offer incentives from time-to-time to rental car operators for their increased use of high mile-per-gallon vehicles at the Airport. By way of example but not limitation, County may decide to make available additional vehicle storage spaces to Operator or operators which achieve certain fuel efficiency fleet goals. If offered, no such incentive shall reduce the rights of other Operator under this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Headings. The section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Agreement.

9.3 Attorneys' Fees. In any litigation to enforce the provisions of this Agreement, the court may award reasonable attorney fees and costs to the prevailing party.

9.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement 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 a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.7 Effect of Agreement. All covenants, conditions and provisions in this Agreement shall extend to and bind the successors of the parties hereto, the assigns of County and to the permitted assigns of Operator.

9.8 Notices. Notices and demands provided for herein shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, or via Federal Express, to the addresses set forth below or to such other addresses as the parties may from time to time designate in writing:

If to County: Airport Manager
 Gunnison Crested Butte Regional Airport
 519 W. Rio Grande
 Gunnison, CO 81230

If to Operator: Simon Ellis, Staff Vice President, Real Estate
 225 Brae Boulevard and Concessions
 Park Ridge, New Jersey 07656-0713

9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and any action to enforce or interpret its provisions shall be brought in a court in and for Gunnison County, Colorado, or the United States District Court for the District of Colorado.

9.10 Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

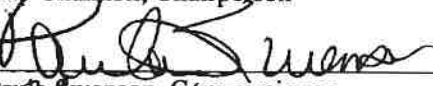
9.11 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

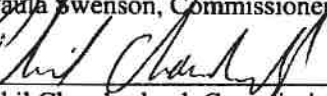
9.12 Modification of Agreement. This Agreement may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: 
Hap Channell, Chairperson

By: 
Paula Swenson, Commissioner

By: 
Phil Chamberland, Commissioner

Attest: 




THE HERTZ CORPORATION

Simon Ellis
Staff Vice President,
Real Estate and Concessions

Attest:


Robert M. Hurwitz
Assistant Secretary

Appendix B

**AMENDMENT TO HERTZ AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

**AMENDMENT TO HERTZ AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT**

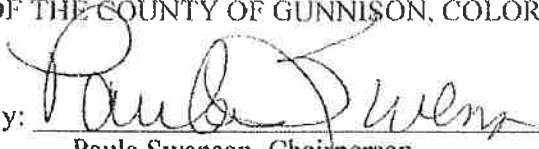
THIS AMENDMENT to the Hertz Airport Facilities Lease and Rental Car Concession Agreement amends that certain Airport Facilities Lease and Rental Car Concession Agreement between the Board of County Commissioners of Gunnison County, Colorado and the Hertz Corporation entered into on June 1, 2012, identified as Gunnison County Legal Instrument No. 2012-115 (herein "Agreement") as follows:

1. Extension of Term. The term of the Agreement is from June 1, 2012 through May 31, 2015. Section 5.2 of said Agreement provides for an extension of the initial term for two (2) additional years. The undersigned parties herein agree to extend the initial term from June 1, 2015 to May 31, 2017.
2. Reaffirmation and Ratification of Agreement. Except as expressly identified herein, all terms and conditions of the above referenced Agreement are hereby reaffirmed and ratified.

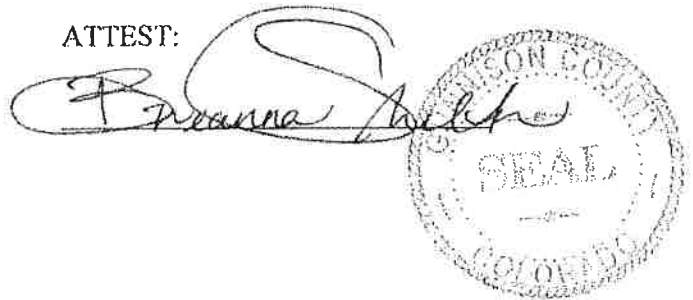
Entered into this 7 day of July, 2015.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:

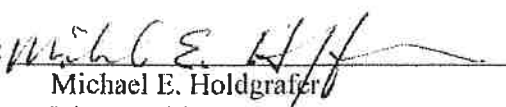

Paula Swenson, Chairperson

ATTEST:



THE HERTZ CORPORATION

By:


Michael E. Holdgrafer
Vice President,
Real Estate and Concessions

Appendix C

SECOND AMENDMENT TO HERTZ AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT

Appendix C

SECOND AMENDMENT TO HERTZ AIRPORT FACILITIES LEASE
AND RENTAL CAR CONCESSION AGREEMENT

This SECOND AMENDMENT to the Hertz Airport Facilities Lease and Rental Car Concession Agreement is entered as of June 1, 2017 (the "Second Amendment").

WHEREAS, on June 1, 2012 an Airport Facilities Lease and Rental Car Concession Agreement was entered into by and between the Board of County Commissioners of Gunnison County, Colorado ("Board") and The Hertz Corporation, a Delaware corporation ("Hertz"), for the purpose of providing automobile rental services at the Gunnison-Crested Butte Regional Airport (also identified as Gunnison County Legal Instrument No: 2012-115 (the "Agreement");

WHEREAS, on July 7, 2015 the Board and Hertz entered into an Amendment to Hertz Airport Facilities Lease and Rental Car Concession Agreement which extended the Term; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Hertz wish to further amend the terms and conditions of the Agreement, as follows:

1. Extension of Term. The term of the Agreement as identified in Section 5 shall be and hereby is extended for a three year period, commencing on June 1, 2017 and ending May 31, 2020;
2. Option to Renew. Section 5.2 is hereby amended so that the option to renew or extend the agreement referenced in said section, shall be for a period of up to twelve (12) months rather than twenty four (24).
3. Notices. Section 9.8 shall be amended such that notice to Operator shall be addressed to its new principal address at The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928, Attention: Real Estate Department.

Except as modified herein, all terms and conditions of the Agreement are hereby reaffirmed and ratified.

[Signatures appear on the following page.]

APPROVED this 7th day of November, 2017.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Phil Chamberland, Chairperson

ATTEST:


Deputy County Clerk



THE HERTZ CORPORATION,
a Delaware corporation

By: 
Stephen A. Blum
Senior Vice President, Real Estate and Facilities

ATTEST:


Allison M. Ash
Assistant Secretary

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

RESOLUTION NO. 2023-_____

**A RESOLUTION ADOPTING THE GUNNISON-CRESTED BUTTE REGIONAL
AIRPORT CUSTOMER FACILITY CHARGE**

WHEREAS, the County of Gunnison, Colorado (County), is the owner, sponsor and operator of the Gunnison-Crested Butte Regional Airport (Airport), located one mile south of Gunnison, in Gunnison County, Colorado and has the authority to regulate commercial activities and is empowered to establish, fix, and collect fees and charges for its use and operation; and

WHEREAS, the County has entered into rental car concession agreements with Avis Rent A Car System and The Hertz Corporation for the purpose of providing automobile rental services at the airport; and

WHEREAS, the County has entered into lease agreements with Avis Rent A Car System and The Hertz Corporation for the purpose of leasing terminal facilities located on the Airport and park their rental cars; and

WHEREAS, those facility agreements will expire in 2023 and the County intends to ensure that quality rental car facilities will be maintained beyond that period of time; and

WHEREAS, the County desires to provide facilities to support and accommodate the growth of existing and additional rental car concessionaires at the Airport; and

WHEREAS, the County believes it to be in the best interest of the traveling public to provide adequate and modern airport facilities to permit the growth of existing and additional rental car companies to operate from and service and store their rental vehicles at the Airport.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners hereby establishes a Customer Facility Charge (CFC) at the Airport to be recovered by a rental car concessionaire from its renters for each rental car transaction day at the Airport, to fund and maintain existing facilities, and finance the planning, design, and construction of expanded airport facilities to accommodate the operations of current and additional rental car concessionaires.

THEREFORE, BE IT RESOLVED THAT:

1. The County Manager is hereby authorized to establish the CFC in the amount of **Four Dollars (\$4.00) per transaction day**, and to periodically adjust the per transaction day amount, as County Manager deems advisable.
2. The CFC will be collected by the rental car concessionaires for all cars rented for twenty-four (24) or fewer hours for the first transaction day, and thereafter for every succeeding transaction day, or portion thereof.
3. The term "Customer Facility Charge" or "CFC" shall encompass within its meaning other similar terms that the Airport Director may authorize the rental car companies to utilize when disclosing the charge to its customers, and on its customer rental agreements, including but not limited to "customer facility charge."
4. The CFC shall be collected by all rental car companies operating at the Airport pursuant to a concession agreement between the County and said rental car companies.
5. The CFC collected by the rental car companies shall be held in trust by the rental car companies for the benefit of the Airport and shall be remitted monthly to the County in accordance with procedures established by the County's Chief Financial Officer.
6. Rental car companies and their agents shall hold only a possessory interest in the CFC revenue collected on behalf of the County, and no legal or equitable interest.
7. Collection of the CFC shall commence no later than sixty (60) days from the effective date of this Resolution.
8. The CFC may be collected in advance of future use and used to pay, or reimburse the County, for costs associated with the operation, management, improvement, enhancement, renovation, and expansion of the existing rental car facilities, rental car facility area and related transportation facilities, ground or common-use transportation facilities or equipment related to or used for the existing or future rental car facilities, and the planning, design, equipping, construction, development, acquisition, and other related costs of future phases of the rental car program at the Gunnison-Crested Butte Regional Airport. Any or all of the collected CFC revenue may be pledged to the punctual payment of debt service on obligations issued by or on behalf of the Gunnison-Crested Butte

Regional Airport by the County for the cost of a consolidated rental car facility and related transportation facilities and equipment, and to create and maintain reasonable reserves.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the Gunnison-Crested Butte Regional Airport Customer Facility Charge shall be and hereby is adopted.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS

By _____

Jonathan Houck, Chairperson

By _____

Elizabeth Smith, Vice Chairperson

By _____

Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

Gunnison-Crested Butte Regional Airport

Customer Facility Charge (CFC) Capacity Analysis & Implementation

PRESENTED TO:

**Gunnison-Crested Butte Regional Airport
Rental Car Operators**

PRESENTED BY:

Ricondo & Associates, Inc.

PRESENTED ON:

September 8, 2023

Agenda

Gunnison-Crested Butte
Regional Airport
CFC Analysis &
Implementation
September 8, 2023

Assumptions

Summary of Results

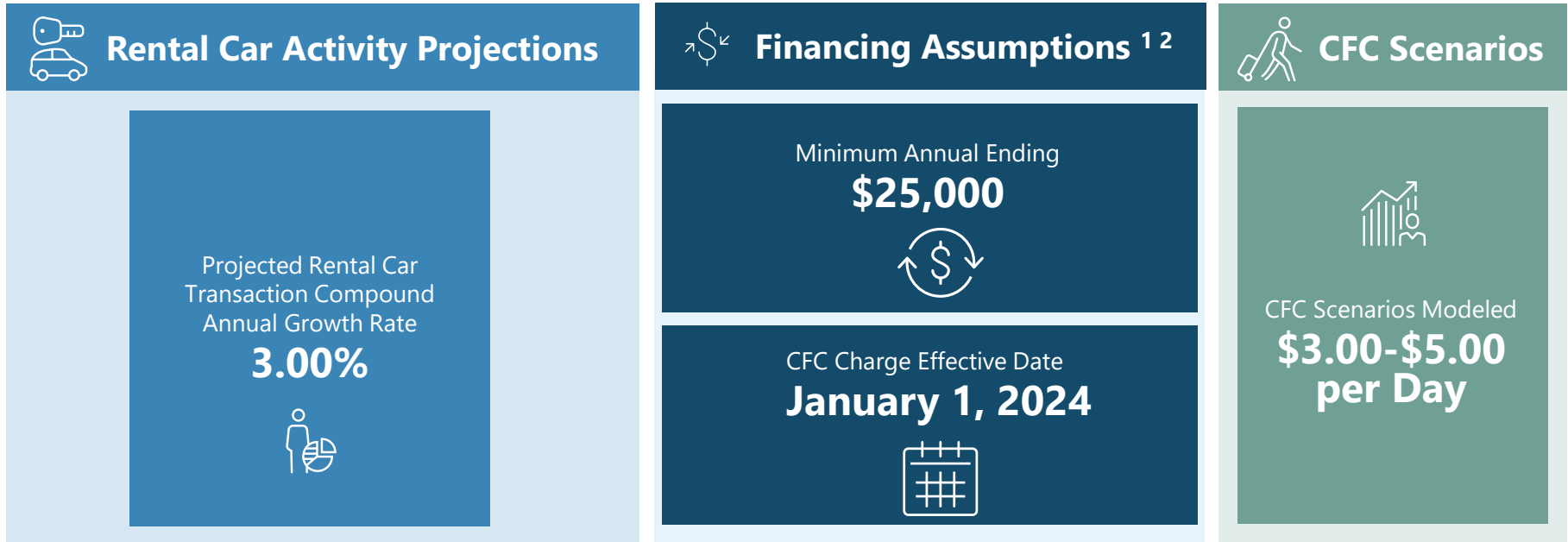
Estimated Rental Car Project Costs

CFC Only Capacity Analysis Scenarios

Airport CFC Rate Benchmark

Next Steps

Rental Car Activity, Financing and CFC Scenario Assumptions



NOTES:

1 CFC revenue reimburses County for rental car improvements for terminal project.

2 CFC revenue is used for future projects or annual maintenance of rental car facilities.

SOURCES: Gunnison-Crested Butte Regional Airport, August 2023; Ricondo & Associates, Inc., August 2023.

Summary of Results

- Estimated Rental Car Project Costs
 - Total estimated rental car project costs: \$0.73 million.
- Pay-Go Scenarios:
 - 5 years – total CFC revenue ranges from \$0.44 million (\$3.00 per transaction day) to \$0.76 million (\$5.00 per transaction day).
 - 10 years - total CFC revenue ranges from \$1.00 million (\$3.00 per transaction day) to \$1.66 million (\$5.00 per transaction day).
- Airport CFC Benchmarking:
 - CFC benchmark range from \$1.45 to \$5.50 per transaction day.
- Draft BOCC CFC Resolution
 - Preamble and resolution clauses consistent with best practices in initiating a CFC program.

Estimated Rental Car Project Costs

Estimated Rental Car Project Costs

Estimated Costs For Rental Car Efforts

PROJECT / IMPROVEMENT	ESTIMATED COSTS
Rental Car Office Improvements	\$256,000
Rental Car Counter Improvements	\$25,000
Parking Lot Improvements (Rental Car Only)	\$365,000
CFC & Rental Car Facility Professional Services	\$85,000
Total	\$731,000

NOTES:

1/ Estimated based on CFC minimum balance.

SOURCES: Gunnison-Crested Butte Regional Airport, August 2023; Ricondo & Associates, Inc., August 2023.

CFC Capacity Analysis Scenarios



5-Year Total Estimated CFC Funding Capacity

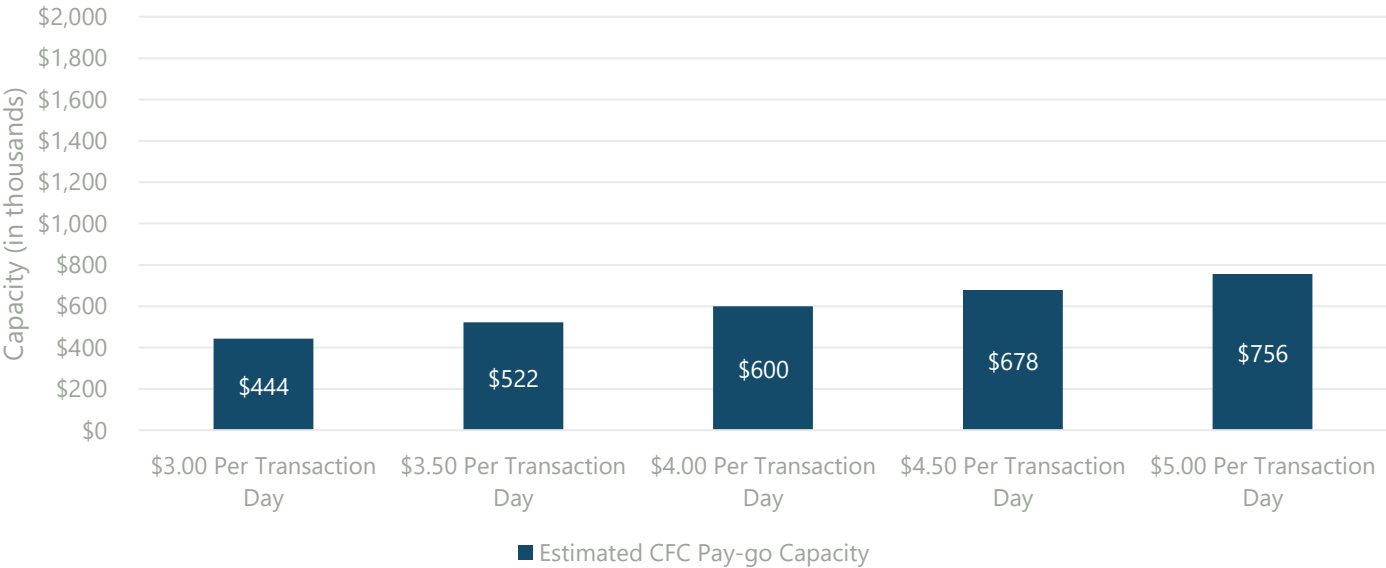
(Fiscal Years Ending December 31)

	ESTIMATED PAYGO CFC CAPACITY ^{1/}

5-Year Term

CFC Rate

\$3.00 Per Transaction Day	\$443,681
\$3.50 Per Transaction Day	\$521,795
\$4.00 Per Transaction Day	\$599,909
\$4.50 Per Transaction Day	\$678,022
\$5.00 Per Transaction Day	\$756,136



NOTES:

1/ Estimated based on CFC minimum balance.

SOURCES: Gunnison-Crested Butte Regional Airport, July 2023; Ricondo & Associates, Inc., July 2023.

10-Year Total Estimated CFC Funding Capacity

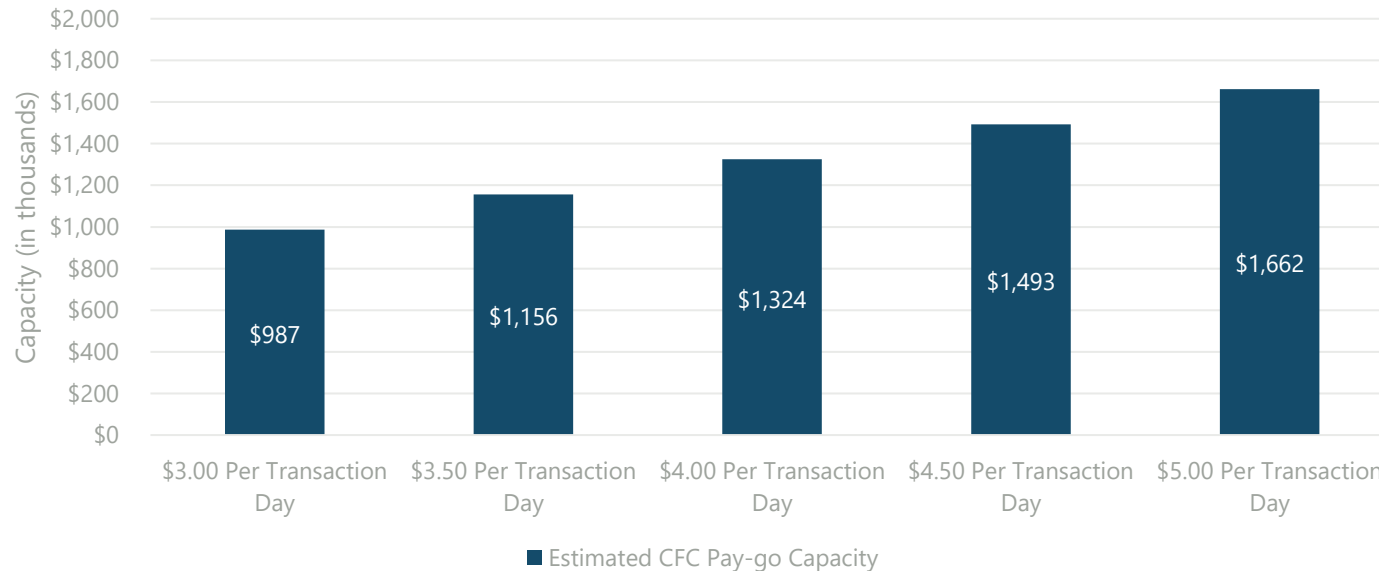
(Fiscal Years Ending December 31)

	ESTIMATED PAYGO CFC CAPACITY ^{1/}

10-Year Term

CFC Rate

\$3.00 Per Transaction Day	\$987,012
\$3.50 Per Transaction Day	\$1,155,680
\$4.00 Per Transaction Day	\$1,324,349
\$4.50 Per Transaction Day	\$1,493,018
\$5.00 Per Transaction Day	\$1,661,686



NOTES:

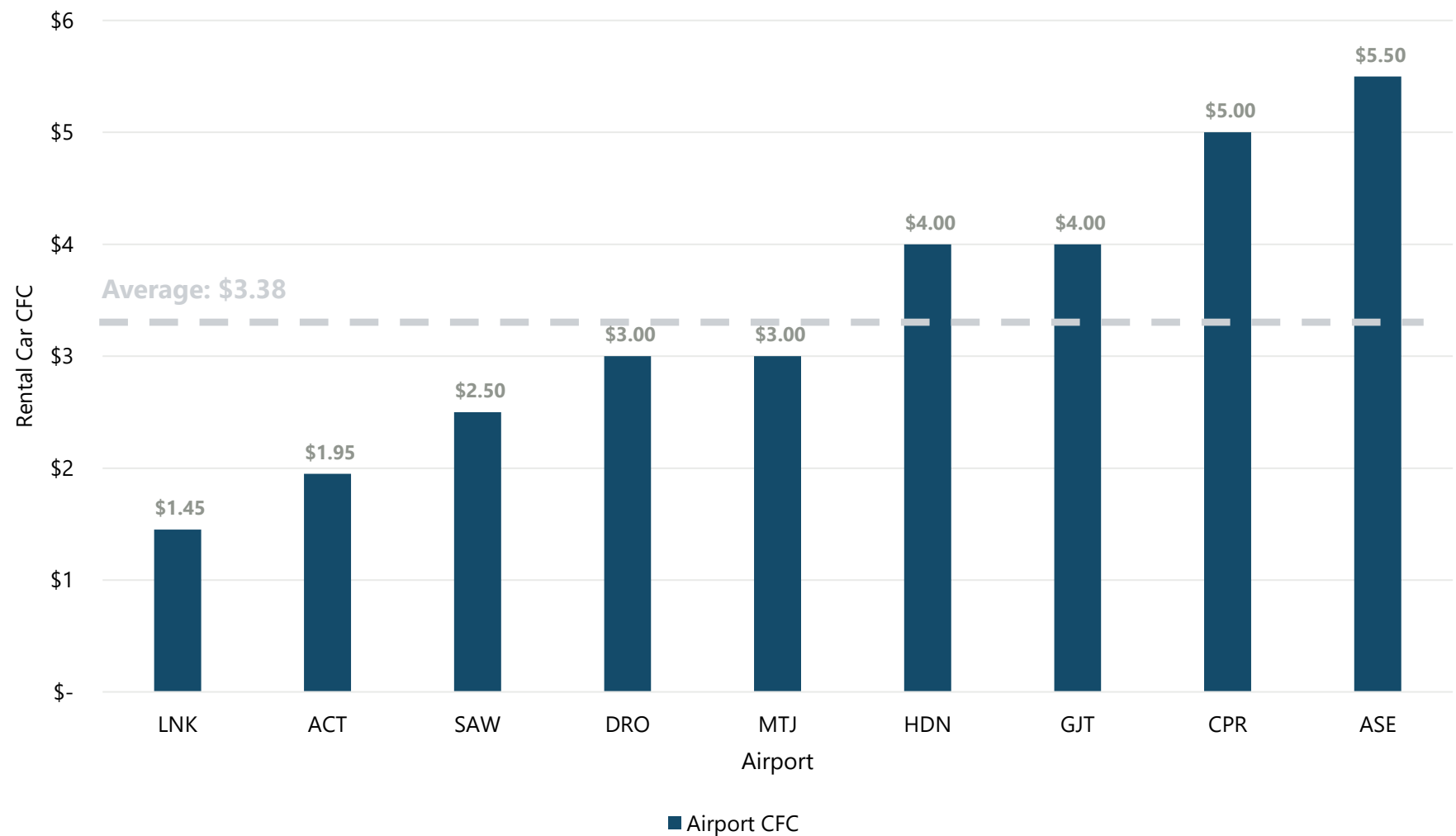
1/ Estimated based on CFC minimum balance.

SOURCES: Gunnison-Crested Butte Regional Airport, July 2023; Ricondo & Associates, Inc., July 2023.

Airport CFC Rate Benchmark



Airport CFC Benchmark



Select Airport CFC Benchmark

AIRPORT	AIRPORT CODE	HUB SIZE	AIRPORT CFC	CFC PER DAY / TRANSACTION	CFC USE
Lincoln Airport	LNK	Non	\$ 1.45	Day	Ready/return spaces and QTA across from terminal
Waco Regional Airport	ACT	Non	\$ 1.95	Day	Not known
Marquette/Sawyer Regional	SAW	Non	\$ 2.50	Day	Consolidated QTA
Durango-La Plata County Airport	DRO	Non	\$ 3.00	Day	Not known
Montrose Regional Airport	MTJ	Non	\$ 3.00	Day	Not known
Yampa Valley Regional Airport	HDN	Non	\$ 4.00	Day	Consolidated QTA
Grand Junction Regional Airport	GJT	Non	\$ 4.00	Day	Consolidated QTA
Casper-Natrona County International Airport	CPR	Non	\$ 5.00	Day	Not known
Aspen/Pitkin County Airport	ASE	Non	\$ 5.50	Day	Consolidated QTA

SOURCE:

Internal CFC Database, Ricondo and Associates, Inc., July 2023.

Enterprise Rental Car, <https://www.enterprise.com/en/home.html> (accessed June 1, 2023).

Hertz Rental Car, <https://www.hertz.com/> (accessed June 1, 2023).

Avis Rental Car, <https://www.avis.com/en/home> (accessed June 1, 2023).

Next Steps

Ricondo

- Finalize CFC Ordinance and present to Board of County Commissioners
- Amend rental car agreements
- Implement CFC – January 1, 2024



www.ricondo.com

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for: A) Gunnison County Water and Sewer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This resolution will adopt the sewer Rules and Regulations and the Construction standards document for the County Utility department. A copy of the letter that was sent to every sewer user is attached.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/27/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/28/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/28/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 9/28/2023

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 20

Agenda Date: 10/3/2023



Public Works

Martin Schmidt, Assistant County Manager for Public Works

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

Date: 8/24/2023

Re: Rules and Regulations and Construction Specifications for the Sewer District

Dear District Sewer User,

County staff has worked hard to develop a Sanitation Rules and Regulations document in conjunction with a Construction Standards document. Both of these documents largely memorialize the “way we do business” currently in the District. Developing public, written documents allows for users and applicants to receive equitable treatment and provides the information needed to set expectations beyond our current fee structure documents. Similar to other documents in the County, staff anticipates revisions of this document will be needed from time to time as rules change and missing information becomes apparent. While there are mechanisms for fines and other penalties, this document and County staff are focused on solutions to infractions. Both the users and the County are best served by a well built and frequently maintained and inspected system.

The construction standards are based on industry standards and guided heavily by the American Water Works Association. The AWWA is an international, nonprofit, scientific and educational society dedicated to providing total water solutions assuring the effective management of water and wastewater. These standards are consistent with other utilities in Gunnison County, creating common expectations across jurisdictions.

As a user of the District sewer service, these documents will not change the high level of service that you have come to expect. They are intended to provide consistency and equitability of service to all the users, now and into the future. As a part of this process we have made the draft documents available online and are asking for public feedback by the end of September.

PDF Document Access

Visit: www.gunnisoncounty.org – Government – Public Works – Utility Services

or

<https://www.gunnisoncounty.org/170/Utility-Services>

Comments

Please provide comments to utilities@gunnisoncounty.org or contact 970-641-0044

**GUNNISON COUNTY
WATER AND SEWER DISTRICT
SEWER RULES AND REGULATIONS**



October 2023

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SECTION 1. GENERAL

1.1 The District

The Gunnison County Water and Sewer District, referred to herein as “District” has all the rights, powers, privileges, authorities, functions, and duties granted to Counties by the laws of the State of Colorado, particularly Part 4 of Article 20 of Title 30, of the Colorado Revised Statutes., to acquire, construct, install, operate, and maintain sanitary sewer improvements within the District’s jurisdictional boundaries. The District was initially created in 1977 by Resolution No. 9, Series 1977 of the Gunnison County Board of County Commissioners and modified and expanded under subsequent Resolutions.

1.2 Board of Directors

The Board of County Commissioners of Gunnison County shall constitute ex officio the Board of Directors of the District, referred to herein as the “Board”. The Chairperson shall be ex officio the presiding officer. In the absence of the Chairperson, the Vice-Chairperson shall serve as the Presiding Officer. The County Clerk shall be ex officio the Secretary of the Board and District. The Deputy County Manager for Public Works shall serve as the ex officio District Manager.

1.3 District Agents and Representatives

The District Manager and any other employee or agent of the District designated by the District Manager or the Board shall have the full authority to act for and on behalf of the District in any manner affecting the administration or enforcement of these Rules and Regulations. The District Manager may appoint a Sanitation Supervisor and other employees of the District as necessary.

1.4 Rules and Regulation Scope

These Rules and Regulations shall be considered a comprehensive set of rules and regulations governing certain aspects of the control, management and operation of the District. It should be noted, however, that not every conceivable aspect of the control, management and operation of the District and its systems is covered in these Rules and Regulations, and the Board reserves the right to make rulings concerning matters not covered herein as and when appropriate, in the opinion of the Board. In addition, these Rules and Regulations are not intended to supersede or contravene specific terms or conditions of any agreement, contract, or other document entered into between the District and a party. Where silent, the District may utilize the policies and procedures of Gunnison County for guidance regarding any matter, including but not limited to personnel policies, construction codes, purchasing and contracting procedures, fiscal management and ethics. These Rules and Regulations shall not be construed as a limitation on the authority of the Board to exercise the powers conferred upon it by Colorado law.

1.5 Effective Date

These Rules and Regulations shall be effective immediately upon adoption by a majority of the Board at a public meeting.

1.6 Rules and Regulations Amendment Procedure

These Rules and Regulations may be amended from time to time by the Board in the same manner as the original Rules and Regulations herein were adopted.

1.7 Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict herewith are hereby repealed, except as may be expressly provided herein.

1.8 Severance Clause

If any section, paragraph, sentence, clause, or phrase of these Rules and Regulations is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of these Rules and Regulations. The Board hereby declares that it would have passed these Rules and Regulations and each section or parts thereof, irrespective of the fact that any one section or part be declared invalid or unconstitutional.

1.9 Regulation by Other Entities

Any limitation, restriction, or prohibition validly placed upon the District by any governmental entity or by any agreement between the District and any other governmental entity is hereby incorporated into these Rules and Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on each user.

1.10 Variances

The Board reserves the right to waive or modify the provisions of these Rules and Regulations at its sole discretion. Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of proving that the operation of such a provision would cause undue hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District. The Board's decision to grant or to deny the variance shall be final and conclusive.

1.11 District Not Liable

No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable by reason of damage resulting from any of the following: breaking of any service or supply line, pipe, cock, or meter by any employee of the District; the making of connections or extensions; burst service line pipes or other facilities not owned by the District; blockage in the system causing the backup of effluent; damage caused by "smoking" of lines to determine drainage connections to District lines; pressure cleaning and televising of sewer lines; breakage of main lines by District personnel; interruption of sanitary sewer service and the conditions resulting there from where said interruption of service is brought about by request of claimant or by circumstances beyond the District's control; failure of any facilities to be located where the District's map indicates they should be; the malfunctioning of a wastewater lift station and possible backflow resulting there from; failure to obtain access to isolation valve; or for doing anything to the wastewater system of the District deemed necessary by the Board or its agents. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed; however, the foregoing shall not constitute a waiver by the District of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the District, its officials or employees, nor a waiver of its insurance coverage.

These Rules and Regulations shall not be construed to hold the District in any manner responsible for any damages to persons or property resulting from any inspection as herein authorized or resulting from any failure to so inspect, or resulting from the issuance of court action as allowed by law, or the forbearance of the District to so proceed.

1.12 Officials Not Liable

Any District official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the District in the discharge of their official duties, shall not thereby render themselves personally liable for any damages that may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by them in the enforcement or attempted enforcement of any provision of these Rules and Regulations, shall be defended, indemnified and held harmless by the District until final termination of the proceedings. This section shall be construed in such a manner as to be consistent with the District's resolution indemnifying such officials and employees.

1.13 Not Liable for Work of Others

The District does not assume any liability for any work performed or failed to be performed by others. No claim shall be made against the District or any of its officers or employees on account of errors of omission or commission made by the District's licensees.

1.14 Indemnity

The user, contractor, and/or developer, as applicable, shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation, maintenance of, or work near, wastewater system facilities.

SECTION 2. DEFINITIONS AND ACRONYMS

2.1 Definitions

For the purpose of these Rules and Regulations, the following terms, phrases, acronyms, words, and their derivations shall have the meanings set forth below, regardless of whether they are capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory. May is permissive.

2.1.1 **ACCESSORY STRUCTURE OR SECONDARY USE STRUCTURE OR ACCESSORY DWELLING UNIT (ADU):** A use or structure that is located on the same parcel as the primary use or structure, clearly incidental, secondary and subordinate to the primary use or structure on the parcel; is devoted to the primary use or structure; is customarily found in conjunction with the primary use or structure; is not incompatible with the primary use or structure; and is subordinate in purpose to the primary use or structure.

2.1.2 **ACT OR THE ACT.** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 3 U.S.C.1251 *et seq.*

2.1.3 **APARTMENTS/CONDOS.** A building or complex of buildings containing a group of residences with shared heating & plumbing, shared access hallways, with single land ownership on a master water meter.

- 2.1.4 **APPLICANT.** Any person, firm, corporation, association, or agency who desires to obtain sewer system service from the District.
- 2.1.5 **APPROVAL AUTHORITY.** The District Manager or their designated agents or representatives.
- 2.1.6 **AREA MEDIAN INCOME (AMI).** means the median income for Gunnison County adjusted for household size, as established and defined in an annual schedule published by the U.S. Department of Housing and Urban Development (HUD). **AS-BUILTS.** The surveyed data and final detailed drawings of the actual construction of the installed sewer system and/or service lines.
- 2.1.7 **AUTHORIZED REPRESENTATIVE.** (a) A user who is: (1) a principal executive officer of at least the level of vice president, if the user is a corporation; (2) a general partner or proprietor if the user is a partnership or proprietorship, respectively; (3) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates. (b) Any person designated by the District to act on its behalf.
- 2.1.8 **BACKFILL.** the dumping of earthen materials into excavated holes, or covering exposed features with soil. This can be done to protect features, or to level ground for construction of a road or building. Excavated dirt or soil used to refill a trench or hole.
- 2.1.9 **BIOCHEMICAL OXYGEN DEMAND.** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration milligrams per liter (mg/l).
- 2.1.10 **BEDDING.** Dirt/soil that surrounds a pipe after installation.
- 2.1.11 **BOARD OF DIRECTORS or BOARD.** The Board of Directors of the Gunnison County Water and Sewer District, which is composed of the Board of County Commissioners of Gunnison County.
- 2.1.12 **BUILDING DRAIN.** That part of the lowest horizontal piping of an internal sewer system which receives the discharge from waste and other drainage inside the walls of the building 5' outside the outer face of the building wall.
- 2.1.13 **UTILITY INVESTMENT FEE (UIF).** A fee assessed on new construction, new connections, or any increase in use of sewer through existing connections that cause an increase in Factor Units, used to pay for the incremental maintenance and expansion of capital improvements necessary to serve sewer service demand.
- 2.1.14 **CATEGORICAL INDUSTRY.** One of the industries for which the E.P.A. has established or is in the process of establishing categorical pretreatment standards.
- 2.1.15 **CLEAN OUTS.** Access points to a pipe system. A pair of clean outs with access directed to both the sewer main and the connected property is required at the property line or other location approved by an authorized District representative.

- 2.1.16 **CODE OF FEDERAL REGULATIONS (CFR).** Code of Federal Regulations as amended or as it may be subsequently amended.
- 2.1.17 **CONTRACTOR.** Any person, firm or corporation approved by the District to perform work on and to furnish materials to District facilities.
- 2.1.18 **CONTROL AUTHORITY.** The District Manager or his/her designated agents or representatives.
- 2.1.19 **COOLING WATER.** Water to which the only pollutant added is heat.
- 2.1.20 **DEFLECTION TEST.** A test that is conducted by pulling a solid pointed mandrel with a diameter equal to 95% of the pipe diameter through the completed pipeline.
- 2.1.21 **DEVELOPER.** Any person, corporation, partnership, joint venture, local governmental entity or other entity preparing land within the District for the construction of buildings or facilities and who will be constructing, rebuilding, remodeling, or otherwise changing the demand for services within or outside the boundaries of the District.
- 2.1.22 **DIRECT DISCHARGE.** The discharge of treated or untreated wastewater directly to the waters of the State of Colorado.
- 2.1.23 **DISTRICT.** The Gunnison County Water and Sewer District, the Board of Directors of the Gunnison County Water and Sewer District, the District Manager or a person designated by the Board of Directors or the District Manager to act on behalf of and for the District.
- 2.1.24 **DISTRICT MANAGER.** The Deputy County Manager for Public Works of Gunnison County.
- 2.1.25 **DOMESTIC OR SANITARY SEWAGE OR WASTEWATER.** Liquid waste (a) from the noncommercial preparation, cooking and handling of food, or (b) containing by-products of washing, laundry and household cleaning found in a normal household, or (c) containing only human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions or combination thereof.
- 2.1.26 **EASEMENT.** a conveyance or reservation of an incident of ownership in real property for one or more specific purposes, public or private.
- 2.1.27 **EXTENSION.** Any pipeline construction that adds to or extends or lengthens an existing District sewer main including lateral and intercepting sewers.
- 2.1.28 **FATS, OIL OR GREASE (FOG).** Any hydrocarbons, fatty acids, soaps, fats, waxes, oils and any other material that is extracted by Freon solvent, as specified in 40 CFR 136.3.
- 2.1.29 **FINAL ACCEPTANCE.** That point in time when the sewer lines and appurtenances constructed by others have been finally accepted by the District, as further described in Section 5 of these Rules and Regulations.
- 2.1.30 **FOOD PREPARATION ESTABLISHMENTS.** Any establishment that cooks or prepares food that is sold to or served to customers or patrons of that establishment for consumption either on or off premises.

- 2.1.31 **GARBAGE.** Solid waste from domestic and commercial preparation, cooking and dispensing of food and from handling, storage, and sale of produce. Properly ground garbage shall mean the wastes from the preparation, cooking, and dispensing of foods that have been ground to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sewers and with no particles greater than 1/2" in any dimension. All floatable objects such as FOG, plastics or other prohibitive discharges must be removed from the waste stream before being discharged to the sewer system.
- 2.1.32 **GREASE INTERCEPTOR.** A passive interceptor having a rated flow exceeding 50 gallons per minute and is located outside of the building. This device separates and retains fats, oil, grease and other solids from the building while permitting wastewater to discharge to the sewer. Such devices must be designed by a Colorado licensed engineer, architect or approved by CDPHE
- 2.1.33 **GREASE TRAP.** A passive interceptor having a rated flow of less than 50 gallons per minute and may be located inside or outside of the building. This device separates and retains fats, oil, grease and other solids from the building while permitting wastewater to discharge to the sewer. Such devices must be designed by a Colorado licensed engineer, architect or approved by CDPHE.
- 2.1.34 **GROUNDWATER.** Underground water or referred to as the water table.
- 2.1.35 **HARMFUL WASTE.** Any solid, liquid, or gaseous substances, the discharge of which would violate these Rules and Regulations.
- 2.1.36 **HOLDING TANK WASTE.** Any waste from holding tanks including but not limited to vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.
- 2.1.37 **HOTEL, MOTEL, LODGE.** A building designated, intended or used for rental occupancy as the transient or temporary lodging place of five or more people who are lodged with or without meals.
- 2.1.38 **INDIRECT DISCHARGE.** The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317) into the collection system (including holding tank waste discharged into the system).
- 2.1.39 **INDUSTRIAL USER.** A source of indirect discharge, which contains non-domestic wastes.
- 2.1.40 **INDUSTRIAL WASTEWATER.** The liquid wastes from industrial manufacturing processes, trades or businesses as distinct from domestic or sanitary wastes. This wastewater may contain pollutants, elements and compounds such as but not limited to petroleum products, acids, solvents, salts and metals.
- 2.1.41 **SEWER INFILTRATION.** Groundwater, storm water, or other sources of inappropriate water that leaks through the walls of the sewer line, through damaged pipes, or manholes, and drains into a collection system. Inappropriate water is from sources other than sanitary fixtures and drains.

- 2.1.42 **INFLOW.** Water entering sanitary sewers from inappropriate connections is called inflow. Typical sources include sump pumps, roof drains, cellar drains, yard drains, and storm drains. An inappropriate connection lets water from sources other than sanitary fixtures and drains to enter the sanitary sewer system.
- 2.1.43 **INITIAL ACCEPTANCE.** That point in time when sewer lines and appurtenances constructed by others have been initially accepted by the District, subject to the 2-year warranty period.
- 2.1.44 **INSPECTOR.** The District's duly authorized representative(s).
- 2.1.45 **INTERCEPTOR.** Refers to any grease interceptor, grease trap, oil separator or sand separator.
- 2.1.46 **INTERCEPTING SEWER.** A pipe or conduit that receives sewage from two or more lateral sewers.
- 2.1.47 **INTERFERENCE.** The inhibition or disruption of the sewer system processes or operations that contributes to a violation of any District requirement.
- 2.1.48 **LATERAL SEWER LINE.** A pipe or conduit that receives sewage from 1 or more service lines and has no other lateral sewer discharging into it.
- 2.1.49 **LINE EXTENSION AGREEMENT (LEA).** Written legal documents between the District and developer that deal with offsite sewer construction that brings sewer service to a legal parcel and how the developer may be reimbursed for the cost of construction of pipeline.
- 2.1.50 **LIVING UNIT.** A house or dwelling that is a structure or the part of a structure or space that is used as a home, residence, or sleeping place by one person or more people who maintain a common household.
- 2.1.51 **MANHOLE VACUUM TESTING.** A test of a manhole to check the ability to hold vacuum and is determined by the ability to hold vacuum at 10 in/Hg for one (1) minute with no more than one half ($\frac{1}{2}$) in/Hg leakage.
- 2.1.52 **MAXIMUM EXTENT FEASIBLE** means that all practical efforts to comply with the regulations or minimize potential harm or adverse impacts have been undertaken and that no feasible and prudent alternative exists. Economic factors may be considered but shall not be the overriding or dispositive factor in determining whether no feasible and practical alternative exists in a particular situation.
- 2.1.53 **MIXED USE.** A combination of residences and commercial space in the same building or development. Each building is assessed individually if part of a development.
- 2.1.54 **SERVICE CHARGE (SC).** A recurring fee for use of the sewer system.
- 2.1.55 **NATIONAL CATEGORICAL PRETREATMENT STANDARD.** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 207 (b) and (c) of the Act (33 U.S.C. 1347), which applies to a specific category of industrial users.

- 2.1.56 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). The program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into navigable waters of the contiguous zone and the oceans pursuant to Section 402 of the Act (P.L. 95-217, 33 U.S.C. 1342).
- 2.1.57 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT. A permit issued pursuant to Section 402 of the Act (P.L. 95-217, 33 U.S.C. 1342).
- 2.1.58 NATIONAL PROHIBITIVE DISCHARGE STANDARD OR PROHIBITIVE DISCHARGE STANDARD. Any regulation developed under the authority of Section 307(b) of the Act and 40 C.F.R. 403.5.
- 2.1.59 NON-RESIDENTIAL. Facilities that include, but are not limited to commercial, industrial, schools, churches, hotels, motels, governmental buildings and all other building uses except for residences.
- 2.1.60 OIL SEPARATOR. A device that separates and retains oil, grease and flammable wastes while permitting wastewater to discharge to the sewer.
- 2.1.61 ON-SITE WASTEWATER TREATMENT SYSTEM. An absorption system of any size or flow or a system or facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works.
- 2.1.62 OUTSIDE DROP MANHOLE. A vertical pipe on the outside of a manhole that conveys sewage when the grades of the pipe are more than 2' vertical separation.
- 2.1.63 PERMIT. Written permission from the District to connect a service line to the sewer system and discharge sewage. Also known as an application...
- 2.1.64 pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- 2.1.65 POINT REPAIR. A repair to a damaged sewer pipe at 1 particular point.
- 2.1.66 POLLUTANT. Includes but is not limited to any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, explosives, chemical wastes, corrosive substances, biological materials or nutrients, radioactive materials, heat, malodorous substances, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste or industrial, municipal, and agricultural waste discharged into water or with water or a material or substance that contaminates air, soil, or water.
- 2.1.67 PRESSURE TEST. A test performed on the pipe to check the ability to withstand pressure when charged with air. The pipe should hold 4 psi for 3 minutes with no more than 1/2 psi drop.
- 2.1.68 PRETREATMENT OR TREATMENT. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a publicly owned collection system. The reduction or alteration can be obtained by physical, chemical or biological processes or other means.

- 2.1.69 **PRETREATMENT REQUIREMENTS.** Any substantive or procedural requirement related to pretreatment, other than categorical pretreatment standard imposed on an industrial user and shall include conditions of a wastewater discharge permit.
- 2.1.70 **PRETREATMENT STANDARDS.** All applicable federal rules and regulations implementing Section 307 of the Act (33 U.S.C. 1317), as well as any non-conflicting state or local standards. In cases of differing standards or regulations, the more stringent standard or regulation shall apply.
- 2.1.71 **PRIORITY POLLUTANTS.** Any of the various toxic compounds that can reasonably be expected in the discharges from industries as determined by the EPA, pursuant to Section 307(a) of the Act (33 U.S.C. 1317(a)).
- 2.1.72 **PUNCH LIST.** A list of corrective actions needed on a construction project.
- 2.1.73 **RECEIVING WATERS.** Any lakes, rivers, streams, or other surface or subsurface watercourses, which receive treated or untreated wastewater.
- 2.1.74 **RESIDENCE.** A structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, that is designed for long-term occupancy by one or more persons for living and sleeping purposes, and that may or may not be placed on a permanent foundation. In addition, residences include factory-built housing, and alternative construction including, but not limited to, yurts, tepees, or plastic units that comply with the requirements of this *Resolution*, and, as applicable, with standards of the applicable building code, adopted and amended by Gunnison County. Vehicles, excluding mobile homes, but including recreational vehicles, shall not be considered to be habitable residences.
- **DETACHED SECONDARY RESIDENCE** means a secondary residence that is physical separate from the primary residence.
 - **DUPLEX** means a single building that contains two residences.
 - **INTEGRATED SECONDARY RESIDENCE** means a secondary residence that is structurally integrated within, and has an internal access to a single-family residence.
 - **MULTIPLE-FAMILY RESIDENCE** means a building that contains three or more residences, but not including hotels, motels, or lodges.
 - **PRIMARY RESIDENCE** means the largest single-family residence on a parcel.
 - **SECONDARY OR ACCESSORY RESIDENCE** means a residence that is an accessory structure to a primary residence, except this shall not include a secondary structure intended only for sleeping.
 - **SINGLE-FAMILY RESIDENCE** means a building that contains one residence.
- 2.1.75 **SAND SEPARATOR OR SAND TRAP.** A device that separates and retains heavy solids while permitting wastewater to discharge to the sewer.
- 2.1.76 **SANITARY SEWER.** A sewer which carries sewage and to which storm, surface and ground water are not intentionally admitted including the pipe or conduit system and appurtenances for the collection, transportation, pumping, and treatment of sewage.

- 2.1.77 **SERVICE AREA.** The legal boundaries of the District and properties served by the District.
- 2.1.78 **SERVICE CONNECTION PERMIT.** Written authorization from the District to connect to the sewer system.
- 2.1.79 **SERVICE LINE.** That portion of a sewer line intended for discharging wastewater into the sewer system commencing at a dwelling or structure and terminating at the main or lateral sewer line.
- 2.1.80 **SEWAGE.** Wastewater and other wastes generated and discharged into the sewer system by the users of the District facilities. May also be referred to as Wastewater.
- 2.1.81 **SEWAGE TREATMENT PLANT.** The area and facility used to remove or alter the objectionable constituents of the sewage.
- 2.1.82 **SEWER.** A pipe or conduit for carrying sewage.
- 2.1.83 **SEWER SYSTEM.** All facilities owned and/or operated by the District and used for collecting and conveying sewage. Excludes service lines. See also Sanitary Sewer, and Sewer.
- 2.1.84 **SEWER MAIN.** That portion of the sewer system used for the collection and transportation of wastewater to treatment facilities and which has been installed for the express purpose of allowing service connections to be made thereto.
- 2.1.85 **SHORT TERM RENTAL.** A lodging use of a furnished dwelling unit, or portion thereof, for less than six months per rental. Guests may have full access to kitchen facilities. Hotel, Motel, Lodge rooms, B&Bs and/or Inns are not considered a short-term rental.
- 2.1.86 **SIGNIFICANT INDUSTRIAL USER.** Any industrial user of the sewer system that:
- 2.1.86.1 is subject to categorical pretreatment standards, or
 - 2.1.86.2 has a discharge flow of 25,000 gallons per average work day or more process wastewater to the sewer system (excluding sanitary, non-contact cooling and boiler blow-down wastewater), or
 - 2.1.86.3 has a flow greater than 5% of the average dry-weather hydraulic or organic capacity of the collection system, or
 - 2.1.86.4 has in the discharge toxic pollutants as defined pursuant to Section 307 of the Act, of State Statutes and Rules, or
 - 2.1.86.5 is designated as such by the control authority, Colorado Department of Public Health & Environment (CDPHE), or the U.S. Environmental Protection Agency (EPA) on the basis that the industrial user has a reasonable potential for adversely affecting the sewer system's operation or for violating any pretreatment standard or requirement.
- 2.1.87 **SLUG LOAD.** Any pollutant, including oxygen demanding pollutants, released in a discharge at a flow rate and/or polluted concentration, which will cause interference with the sewer system.

- 2.1.88 SMOKE TEST. A test that is used to determine the extent and location of exfiltration or leaks on a pipeline.
- 2.1.89 SOLID WASTE DISPOSAL ACT (SWDA). 4 U.S.C. 6901. *et seq.*
- 2.1.90 STANDARD INDUSTRIAL CLASSIFICATION (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President's Office of Management and Budget 1972, including all revisions to date.
- 2.1.91 STORM SEWER. A sewer that carries only storm, surface and groundwater drainage.
- 2.1.92 STORM WATER. Any flow occurring during or following any form of natural precipitation and resulting from and includes but is not limited to water from roofs, streets and other areas.
- 2.1.93 STUB-OUT. A length or segment of pipe extended from a manhole, trunkline, lateral line, intercepting line or main line that has no discharger connected to it and is for either a future sewer system connection or a service, or lateral connection.
- 2.1.94 SUBDIVISION OR SUBDIVIDED LAND. Any parcel of land that is divided into two or more parcels, separate interests, or interests in common, or is to be used for condominiums, townhomes or townhouses, apartments, or any other multiple-dwelling units, unless the previous subdivision of such land was accomplished pursuant to a Land Use Change Permit that complied with the requirements of this Resolution, or the County's land use regulations in effect at that time, with substantially the same density; or unless expressly exempted within this definition. As used in this definition, "interests" includes any and all interests in the surface of land but excludes any and all subsurface interests.
- The terms "subdivision" and "subdivided land" shall not apply to any division of land that creates parcels of land each of which comprises 35 or more acres of land and none of which is intended for use by multiple owners.
- 2.1.95 TAP. The physical connection point where the service line connects to the main sewer line.
- 2.1.96 TAPPING. The physical act of connecting a service line to the sewer system.
- 2.1.97 TOWNHOME. A residence attached to other residences with one or both sides sharing common walls, depending on whether the unit is in a center or end position, erected as single buildings on adjoining lots, each residence being separated from the adjoining unit or units by a party wall or walls extending from the basement floor to the roof along the dividing lot line. Townhomes can be grouped together as small units, such as duplexes or triplexes, or they can be parts of a larger complex
- 2.1.98 TOXIC POLLUTANT. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of Section 307(a) of the Act or other acts.
- 2.1.99 TRUNKLINE. A pipe or conduit that receives sewage from two or more lateral sewers.

- 2.1.100 UNAUTHORIZED CONNECTION. Any connection to the sewer system without a District authorized tap.
- 2.1.101 USER. Any person, property owner, lessee, or entity who contributes, causes, or permits the contribution or introduction of wastewater into the sewer system.
- 2.1.102 WASTEWATER. The combination of the liquid and water-carried industrial or domestic waste from facilities including but not limited to residences, commercial buildings, industrial facilities, and institutions including cooling water, which is contributed into or permitted to enter the publicly owned collection system. May also be referred to as Sewage.

Definitions in conflict will defer to the current LUR definition.

2.2 Acronyms

- 2.2.1 ADU – Accessory Dwelling Unit
- 2.2.2 BOD - Biochemical Oxygen Demand
- 2.2.3 CDPHE – Colorado Department of Public Health and the Environment
- 2.2.4 CFR - Code of Federal Regulations
- 2.2.5 UIF - Utility Investment Fee
- 2.2.6 CRS – Colorado Revised Statutes
- 2.2.7 EPA - United States Environmental Protection Agency
- 2.2.8 FOG – Fats, Oil and Grease
- 2.2.9 LEA - Line Extension Agreement
- 2.2.10 SC – Service Charge
- 2.2.11 PLS – Professional Land Surveyor
- 2.2.12 POTW - Publicly Owned Treatment Works
- 2.2.13 PVC - Polyvinyl Chloride
- 2.2.14 SIC – Standard Industrial Classification
- 2.2.15 TSS - Total Suspended Solids
- 2.2.16 LUR – Current adopted and revised (Gunnison County) Land Use Resolution

SECTION 3. OBLIGATIONS AND RESPONSIBILITIES

3.1 District Ownership

Except as otherwise provided in these Rules and Regulations, all existing and future wastewater system facilities connected with and forming an integral part of the sewer system, excluding service, and identified private collection systems, shall become and are the property of the District. The District shall be responsible for maintenance, repair and reconstruction of such property, including wastewater mains, at its cost, unless the situation necessitating such repair or reconstruction is the result of a change or enlargement of use, abnormal use or damage to such

facilities, in which case such repair or reconstruction will be done at the expense of the person responsible for such abnormal use or damage. Said ownership will remain valid regardless of whether such property is constructed, financed, or paid for by other persons or otherwise acquired by the District. No other persons, except those authorized by the District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the sewer system.

As further described in these Rules and Regulations, developers who have completed construction of sewers shall, before these sewers are accepted by the District for service, convey title to these sewers and appurtenances to the District through a bill of sale, except for service lines, and any necessary easements shall be conveyed to the District, free and clear of all liens and encumbrances.

In the event a special district is formed by an applicant inside or outside of this District for the purpose of financing sewer collectors and appurtenances, the applicant shall agree that such transfer by bill of sale shall take place when the subject sewers and appurtenances are free of all liens and encumbrances incurred by said special district, and that in the interim period between acceptance for use and transfer to the District, the District shall be allowed to consider these sewers and appurtenances as though they had been transferred by bill of sale or other instrument. That is, the District shall have, without limitation, the discretion to determine who may use the sewer system, conditions of use, and rates, tolls and charges to be paid.

Sewer interceptors, trunklines, and laterals that make up the sewer system, as well as lift stations and force mains therein, are owned by the District. Gravity sewer lines owned by the District are typically 8" in diameter or larger. Force mains owned by the District serve multiple users. It is the District's responsibility to operate and maintain the sewer system.

Service lines on private property shall be installed, owned, and maintained by the owner of the building or property they serve. Lift stations that pressurize a service line are also installed, owned, and maintained by the owner of the building or property they serve.

3.2 District Obligation

The District was organized to provide sanitary sewer service to residents, businesses and other facilities within the District's service area. All property to which sewer service is provided by the District shall be part of or included within the District., except as provided in Section 5.16 of these Rules and Regulations. Inclusion into the District does not guarantee that sanitary sewer service will be immediately available nor that it will be available at a specific time or when requested by the user. However, it is the goal of the District to:

1) Consider for inclusion into the District all petitioning properties

- 3.2.1 Build and maintain facilities to adequately supply service to all residential and non-residential users in the District service area, provided that it is practical and feasible to do so.**
- 3.2.2 Provide sanitary sewer service in a cost-efficient manner, consistent with county, state, and federal laws to residential and non-residential users of the District.**

Provision of sanitary sewer service is contingent upon the capacity of the District's facilities to provide such service.

3.3 District Responsibility

The District is responsible for the collection of sewage from legally connected users within the District and for maintenance, repair and replacement of all facilities finally accepted by the District in accordance with section 5 of these Rules and Regulations, except for service, lateral, and/or trunk lines, private wastewater facilities, and/or building drains owned by the dischargers. The District shall not be liable or responsible for an interruption of service brought about by circumstances beyond the District's control.

3.4 Right of Entry for Inspections

Any duly authorized employee, representative and/or agent of the District, bearing proper credentials and identification, shall be permitted to enter upon all property within the district at reasonable times, without interference, for the purpose of inspecting, observing, measuring, sampling and testing sewer infrastructure, in accordance with the enforcement and administration of these Rules and Regulations. Justified entry into structures must be arranged in advance with the property owner or tenant.

SECTION 4. RATES, TOLLS, AND CHARGES

4.1 Amounts Set by Board

The Board shall set the amount of the rates, tolls and charges provided for in these Rules and Regulations by resolution, and the Board may amend the same from time to time.

4.2 Utility Investment Fee (UIF)

4.2.1 Generally

An applicant for sewer service shall pay the UIF when the service is approved by the District. The UIF shall be in addition to all other applicable rates, tolls and charges provided for in these Rules and Regulations. The UIF shall not be rebated or refunded, in whole or in part. A UIF is charged for each individual unit requesting service in accordance to the current fee resolution.

4.2.2 Exemption for Low, Very Low, or Moderate-Income Housing

The Board may by resolution grant an exemption for a percentage of the UIF for the development of low, very low, or moderate-income housing.

4.2.3 Calculation of the UIF

The UIF shall be calculated based on the size of the potable water meter size as determined in the current fee resolution.

4.3 Changes in Use

Upon notification that a change in use of the property or structure is planned, the District Manager or his/her designee shall review the then-current assessed factor unit and notify the user in writing of the Factor that will be assessed for the proposed use. Should the change in use result in a reduction in the assessed Factor, the District shall not refund any monies. Should the proposed use result in an increase in the assessed Factor, the user shall make payment of the

additional UIF immediately and prior to receiving a building permit or land use development permit. Service charges will reflect the assessed Factor for the new use, whether more or less than the prior use. A user may request a reassessment be performed at the discretion of the Board.

4.4 Temporary Connections

Temporary connections to the sewer system are intended for temporary situations where purchase of a tap and payment of the full UIF for a short period of service is not practical on behalf of the applicant. An applicant may request a temporary connection to the sewer system by leasing capacity in lieu of paying a UIF. If approved by the Board, in its sole discretion, a temporary connection charge will be imposed, in addition to the service charge.

4.5 Beneficial Use Requirement

All installed taps must be put to beneficial use (service) within 1 year following either payment of the UIF or completion and availability of District sewer system infrastructure necessary to accept sewage from such tap(s), whichever is later. Pre-taps installed at the request of the owner are subject to this section unless specified in writing. Users who do not put their installed taps to beneficial use within such time period shall pay the difference between the UIF actually paid and the UIF in effect at the time the tap is put to beneficial use.

4.6 Service Charge

In every case where the District furnishes sanitary sewer service to property, the District shall be paid for this service. The SC for sanitary sewer service shall be calculated as described in these Rules and Regulations. The Board may set a higher SC rate for service provided outside the District's service area.

Service charges become due and will be invoiced commencing when the user places the tap into service. The billing cycle is quarterly. Payment is due on the 20th day of the following month and is delinquent if not received within 5 days following the due date.

4.7 Non-Residential Users

Non-residential users may be reviewed on a periodic basis to determine the quantity of sewage collected, and the ability of the District's facilities to collect this sewage. The Board, in its discretion, may impose an additional surcharge to compensate the District for excessive consumption of sewer system capacity and/or reimbursement of expenses related thereto.

4.8 Availability of Service Charge

An Availability of Service charge is assessed on properties within the District that lie within 400' of a District sewer main, but do not have an installed tap to the District system. A property may or may not have a district installed service pre-tap extended to it. A map indicating this area will be maintained and available upon request.

4.9 Line Extension Charge

Whenever the District extends a sewer to serve a particular area, the users that connect to such extension shall pay a line extension charge to reimburse the District for costs related to the extension. The basis or formula for calculating the line extension charge shall be set by the Board when the extension is authorized. The line extension charge shall be in addition to other rates, tolls and charges imposed by the District, including but not limited to UIFs.

4.10 Plan Review Charge

A plan review charge shall be collected with the submittal of any application that requires the District to review plans in connection therewith. The user shall be responsible for costs of the District that exceed the plan review charge.

4.11 Inspection Charge

The inspection charge is included in the UIF for inspecting service lines and supervising the physical connection to the sewer system. There will be a supplemental charge for each additional inspection required due to failure of the user to have the facilities ready for the requested inspection.

4.12 Unauthorized Connection

Any user that connects to the sewer system without a District-authorized tap shall be charged an amount equal to twice the UIF plus all other applicable charges and/or legal fees that have accrued since the time of the unauthorized connection and may remain if the connection was made in conformance with these Rules and Regulations and/or Construction standards. If the connection was not made in conformance with these rules and regulations and/or construction standards, the connection must be fully removed and reinstalled in conformance with these rules and regulations and construction standards. Charges for an unauthorized connection may be waived, in whole or in part, by Board action.

4.13 Excessive Pollutant Charge

Any non-residential, commercial or industrial user that discharges wastewater having an average daily concentration of (1) BOD greater than 250 mg/L; (2) TSS greater 220 mg/L; or (3) FOG greater than 100 mg/L shall be subject to an additional charge calculated in accordance with this section.

Non-residential users whose wastewater discharge is regulated by a duly issued permit, shall use the concentration of BOD, TSS and FOG reported in their discharge monitoring reports required under these Rules and Regulations to determine the applicable surcharge rate.

Non-residential users of the sewer system not issued an industrial wastewater discharge permit shall use the average quarterly concentrations of BOD, TSS and FOG discharged to determine the applicable surcharge rate, if such discharges have been monitored by the District, which the District may do in its sole discretion. If the District has not monitored the discharges, the established industry standard concentrations for wastewater constituents shall be used to determine the applicable surcharge rate.

4.14 Charges for Violation of Rules and Regulations, Order, or Permit.

4.14.1 Daily Charge Per Violation

Any user who has violated or continues to violate any of the provisions of these Rules and Regulations, or any order or permit issued hereunder, and who has been served a notice of violation pursuant to Section 11.2 of these Rules and Regulations, shall be liable to the District for a charge of not more than \$1,000 per day, per violation for as long as the violation continues. Each day on which non-compliance occurs or continues shall constitute and be deemed a separate and distinct violation.

4.14.2 Reimbursement of Expenses

Any user violating any provision of these Rules and Regulations shall be liable to the District for reimbursement of any and all costs and expenses incurred by the District in connection with such violation, including but not limited to reasonable attorney's fees, court costs, sampling and monitoring expenses, the costs of managing effluent or sludge due to a user's discharge of pollutants, costs related to correcting an obstruction, other damage caused by a user's wastewater, or costs associated with correcting the violation.

4.14.3 Inflow and Infiltration (I/I) Fee.

Any parcel of real property whose use of the sewer system causes the excess flow of inappropriate water into the sewer system; whose owner or occupant connects sump pumps, downspouts, and/or foundation drains that channel directly into sewer system pipes or whose owner or occupant permits the infiltration of groundwater into the sewer system due to cracked or leaking pipes and/or fittings, shall repair the I/I issue or be charged an Inflow and Infiltration (I/I) penalty in an amount necessary to reimburse the County the costs of remediation or mitigation of the I/I as determined by the County, as well as a penalty of \$15.00 per day until the I/I is mitigated to the satisfaction of the County. For private collections systems, the fee will be assessed based on the number of units or rooms on the entire private system.

4.14.4 Excessive Usage Fee

Any parcel of real property whose metered sewer service flow exceeds usage based on 75 gallon per day (gpd) per bedroom per each unit within a calendar month shall be charged a penalty of \$15.00 per day for excessive usage for the entire billing cycle. This fee will be assessed until a reduction in flow or a reassessment of the Factor occurs.

4.15 Additional Charges

Additional charges may be set or levied by the Board for the following:

- 4.15.1 Monitoring, inspections, and surveillance activities.
- 4.15.2 Processing permit applications.
- 4.15.3 Filing appeals.
- 4.15.4 Removing pollutants subject to federal pretreatment standards.
- 4.15.5 Reimbursement of costs for enforcement.
- 4.15.6 Attorney or legal fees.
- 4.15.7 As deemed necessary to carry out the requirements contained herein.
- 4.15.8 As determined by the Board

4.16 Collection; Nonpayment of Rates, Tolls and Charges

A Schedule of Rates is adopted each year as part of the budget process and is available in the Schedule of Fees Resolutions for each District. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option

of Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to C.R.S. 30-20-420, as amended.

Until paid, all such rates, tolls, and/or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. Pursuant to C.R.S. Ann. 30-20-402(1)(f), as amended, and other applicable authorities, Gunnison County reserves the right to seek and award of reasonable attorney fees and other costs of collection in any legal or other action the County deems necessary to collect any unpaid fees, rates, tolls, penalties and interest.

4.17 Request for Reconsideration of Charges; Hearing.

Any user that disputes a charge imposed by the District must file, within 10 days of receiving notice of such charge, a written request with the District for reconsideration of the charge. The District shall provide a written response within 30 days of receiving such request.

SECTION 5. CONNECTION TO THE DISTRICT

5.1 Use of Sewers Required

The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the District and abutting on any street, alley, sewer easement or right-of-way in which there is located a public sanitary or combined sewer within 400', is hereby required, at their expense, to install suitable toilet facilities therein, and to connect such facilities directly with the sewer system in accordance with the provisions of these Rules and Regulations within 90 days after date of official notice to do so. The deadline to connect such facilities as a result of an assessment project shall be within 30 days after the sewer is in operation and/or accepted by the governmental agency having jurisdiction over the sewer. All extensions and connections shall be in accordance with the practices and conditions hereinafter contained.

5.2 District's Power to Compel Connection

Unless otherwise agreed to by the Board, the owner(s) of all buildings, businesses or other premises situated within the District where domestic or industrial wastes or wastewater are generated, stored, or treated shall be required, at the owner(s) expense, to install suitable wastewater facilities therein and to make application for and to connect such facilities directly with the sewer system for the protection of the health, safety and welfare of the inhabitants and visitors of the District in accordance with the provisions of these Rules and Regulation, within 20 days after written notice is sent by registered mail to do so, provided that the public wastewater main is within 400' of the owner's property line, pursuant to § 31-15-709(1)(b), C.R.S.

If such connection is not commenced within such period and completed with reasonable diligence, the District may thereupon make such connection, and the property owner shall be liable for all expenses incurred by the District for the completion of the connection, including any unpaid connection rates, tolls and charges. The District shall also have a first and prior lien on the property for such amounts.

If a service line must cross another person's property in order to connect to the sewer system at the point designated by the District, and the owner is unable to obtain the easement(s) required for such service line, the District may, in its discretion, initiate proceedings to acquire such

easement(s). All costs incurred by the District in the prosecution of such proceedings including, without limitation, the amount determined to be payable as just compensation, reasonable attorney's fees, engineering and surveying fees, appraisal fees and expert witness fees, shall be paid by the owner of the property to be connected. The amount required to be deposited with the court in order for the District to obtain possession of the property included with the easement(s) shall be paid at that time by the owner of the property to be connected. The District shall have a first and prior lien on the property to be connected for all such amounts.

5.3 Connection to Sewer System

Connection to the sewer system must conform to these Rules and Regulations, Gunnison County Construction Standards, the *current Colorado Plumbing Code as amended and adopted by the Colorado State Plumbing Board*, and any applicable state and federal regulations. It is a State of Colorado requirement for new construction and properties deemed to have failing septic systems and within 400' of a main, connect to the District.

Each tap must be connected to the sewer system separately except: that a single-family residential dwelling and a single ADU located on a single lot may use 1 tap to connect to the sewer system with District approval. For planned developments, a private collection system engineered and designed to collect the planned development's sewage may use 1 tap to connect to the sewer system with District approval. In such case, the UIF and SC shall be calculated in accordance with the adopted fee schedule. Once connected to the sewer system pursuant to District authorization, no user shall discharge or allow to be discharged any wastewater except by a direct service connection to a District sewer main.

5.4 New Tap Connections

Any applicant for sewer service from the District shall pay the full cost of design, construction, and inspection of all connections, including but not limited to any necessary easements, rights-of-way, and permits from county, state or other governmental agencies, as are required for the District to provide service and to connect the applicant to the District's existing sewer system, unless otherwise provided by the District.

5.5 Sewer Improvements

Applicants within the area to be served by and, if necessary, included within the District must pay all costs associated with providing sewer service to the area, including their proportionate share of costs for enlarging or extending facilities within the District. Unless otherwise agreed to in writing, an applicant's share of costs of extending a main line shall be determined by dividing the total cost to construct the line by the number of lots in the area to be served.

5.6 Tap Transfer

No taps shall be transferred from one location or structure to another location or structure.

5.7 Discharge of Sewage

All sewage shall be discharged to sanitary sewers and all connections shall be authorized connections only. No person, entity or user shall discharge any sewage from any premises within the District into or upon any stream, water course, drainage channel, ditch, pond, lake, lagoon or public property or into any drain, cesspool, or storm sewer without first obtaining a permit.

5.8 Storm Water

Storm water and pumped ground water shall be routed out of the area via storm water and natural drainage systems wherever possible. Storm Water shall not be discharged into sanitary sewers.

5.9 Hazardous Waste

Any user that discharges into the sewer system a substance which, if otherwise disposed of, would be a hazardous waste as set forth in 40 CFR Part 261, shall comply with the requirements in 40 CFR Section 403.12(P).

5.10 Existing Sewer Lines

Existing sewer lines serving subdivisions which have subsequently been included within the District may be connected when they are found, upon examination and/or testing by the District to meet all the requirements of these Rules and Regulations. In the event that such requirements are not met for extensions of sewer lines, for reasons of public health, the District may make the necessary improvements and recover the costs thereof from the users connected to the faulty sewer line. Such costs may include, without limitation, attorney's fees, survey mapping, and replacement of any part of an existing facility. The District shall have a first and prior lien on the property of the users connected to the faulty sewer line for such costs.

5.11 Temporary Disposal Facilities

The District may permit the user to install temporary disposal facilities, provided that the user's case complies with all of the following conditions:

- 5.11.1 The sewer system is more than 400' from the user's property line.
- 5.11.2 Extension to the sewer system would create an unreasonable financial burden on the user.
- 5.11.3 A temporary private disposal system must be constructed in compliance with all applicable state and county health department requirements.
- 5.11.4 The user agrees by written agreement to extend a line to connect to the sewer system at a time and/or upon conditions agreed to between the District and the user. Such connection will require no additional UIF other than as provided above (unless required by a change in use).
- 5.11.5 The facility complies with the LUR.

5.12 Unauthorized Use

No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb the sewer system, or any portion thereof, without first obtaining written permission from the District.

5.13 Acceptance of Sewer Improvements by the District

When the sewer improvements within the area to be served and, if necessary, included within the District have been completed and approved by the District, all such facilities (excluding service lines) and any easements shall be conveyed to the District as described in Section 5. After initial acceptance of such facilities, the District shall operate and maintain the facilities at the expense of the District, subject to the 2-year warranty period described in Section 5; however, the District shall not forfeit any of its legal rights to collect reimbursement costs and other revenues from

users of the facilities. No connection to a new sewer main shall be permitted until the District has accepted the improvements.

5.14 District Not Responsible for Service Lines

Each user shall be responsible for constructing and maintaining the entire length of its service line to the tap at the main. Leaks, clogs, breaks, root intrusion, damage from the user, or missing, inadequate, or incorrect cleanouts in the service lines shall be repaired by the user within 72 hours from the time of notification of such condition by the District. Physical damage to service lines in the public right-of-way such as pipe crushing, boring through, or other damage shall be repaired by the person or entity that caused the damage.

5.15 District Not Responsible for Privately-Owned Wastewater Facilities

All privately-owned wastewater facilities, including but not limited to privately-owned sewer mains and privately-owned sewage lift stations are the responsibility of the user. The District shall have no responsibility or liability of whatsoever kind or nature for the design, construction, operation, maintenance or replacement of any such private facilities. If the District reviews the plans and specifications for any privately-owned facilities, the District does so for the limited purpose of assuring compatibility with the sewer system. By conducting such a review, the District shall not be deemed to have assumed any duty or responsibility for the sufficiency or adequacy of the design, operation, maintenance, or replacement of any privately-owned wastewater facilities.

5.16 Connection to Property Not in the District

The District may provide sanitary sewer service outside the District's service area upon request and at the sole discretion of the Board. In every case where the District furnishes such service, the District shall be paid pursuant to a service contract with the user. Such user shall be required to pay all rates, tolls and charges applicable to property within the District, an out-of-District service charge, and any costs incurred by the District to serve the user's property.

5.17 Dormant Accounts

Residential accounts are not eligible for inactive or dormant status. Commercial accounts are eligible for dormant status during seasonal closures only if closure dates are submitted to the District in writing in advance and there is 100% closure of the facility during that period. Opening during closed dates may result in payment of the SC for the entire closure period and a 2-year suspension of eligibility for dormancy status.

5.18 Voluntary Termination of Sewer Service

A user may request a voluntary termination of service and that the District "void" the tap providing such service. Voiding of a tap shall not be approved in favor of a less beneficial sewer treatment or management system. Any such action will be at the discretion of the District and in accordance with these Rules and Regulations, as well as applicable county and state regulations. If such a termination is accepted, the following conditions shall apply:

5.18.1 All current and past due rates, tolls and charges must be paid.

5.18.2 Any connection to the system that is to be "voided" or terminated shall be, at the sole expense of the user, capped at the property line and the remaining service line must be demonstrably watertight. All work relating to the disconnection and capping shall be inspected by the District.

- 5.18.3 If the user desires to reconnect the “voided” tap to the sewer system following the disconnection, the user must make a formal application with the District and remit to the District all applicable rates, tolls, and charges in effect at the time the reconnection application is requested.

SECTION 6. APPLICATION AND PERMITTING PROCEDURES

The procedures and guidelines for construction and acceptance of proposed wastewater collection systems within the District are the Gunnison County Land Use Resolution (LUR) and the following Rules and Regulations are the following procedures.

6.1 Extension of Sewer Collection Facilities; Individual Connections

No individual connections shall be made to the sewer system without the expressed written authorization of the District Manager. No person shall construct a sewer main or service line to be connected to the sewer system without:

- 6.1.1 Having made formal application to the Utility Manager for approval.
- 6.1.2 Having complied with all requirements and regulations of the Board, the Community Development Department, and Public Works.
- 6.1.3 Having received written authorization from the Utility Manager, or their designee to construct said main or line.

Any applicant for sewer service from the District shall pay the full cost of design, construction, and inspection of all extensions, exclusive of sewage treatment facilities, but including necessary easements, rights-of-way, and permits from County, State or other governmental agencies, as are required to provide service by the District and connect the applicant to the District's existing system, unless otherwise provided by the District.

6.2 Application Procedure

When a user requests sewer service, one of the following requirements must be met:

- 6.2.1 The parcel is within the District's service area; or
- 6.2.2 If the parcel is not within the District's service area, the user must make a request to the Board for a boundary change through the inclusion process or request out-of-District service pursuant to Section 5.16 of these Rules and Regulations.

All applicants seeking to connect to the sewer system shall make a formal application in writing in such form as the District may require. Prioritizations for applicant's connections will be considered in chronological order based on the date of the submitted request. Applications will be approved by the District if connection to the sewer system is feasible, practical, and desirable for the District. All service connections shall be at the permittee's expense, shall comply with all applicable provisions of this section and all applicable District standards and specifications, and shall be subject to all applicable rates, tolls and charges established by the District.

The procedures for each category are as follows:

- 1) Taps. The applicant of an approved tap must have service lines installed. The user is responsible for all costs that may be incurred by the District to complete the

installation, including but not limited to excavation, road repair, line locates, inspection, and materials. A sewer model may be required to determine if the collection system is able to accept the additional flows as determined by the District. The Utility Department must receive a receipt of the Utility Investment Fee payment notice from the county Finance Department before construction may begin.

- 2) Subdivision Taps. The applicant of taps for a subdivision shall submit plans in a form satisfactory to the District that are detailed enough to determine the location of service required, number of taps required at full buildout, and physical features that may affect service, together with the plan review charge set forth in Section 4.10 of these Rules and Regulations. A sewer model will be required to determine if the collection system is able to accept the additional flows.
- 3) Multiple Taps (Other Than a Subdivision). More than 1 tap may be purchased from the District if the purchase is for use on dwellings and structures that do not fall into the subdivision category. The determination of the limit on the number of taps that shall be sold to any given location without that location being deemed a subdivision shall be made by the District. A sewer model will be required to determine if the collection system is able to accept the additional flows.

6.3 Submission of Sewer Extension Plans to District

Prior to the initiation of construction by any applicant proposing to construct sewage collection facilities within a specific subdivision or development under Section 5 of these Rules and Regulations, the applicant shall submit construction plans and specifications to the District for review and approval, together with the plan review charge set forth in Section 4.10 of these Rules and Regulations. Such plans shall conform to the sewer design standards and specifications of the District.

No sewers shall be constructed within the District's jurisdiction until final plans and specifications have been approved in writing by the District. No sewers shall be accepted by the District or placed into operation unless they have been inspected and approved by the Inspector and it is determined that such sewers meet all requirements set forth in the sewer design and construction standards established by the District.

No excavation shall be started until all required permits and easements have been obtained.

6.4 Preliminary Design Plans

Upon preliminary approval, the plans along with the necessary revisions and comments by the District shall be returned to the developer. The developer shall incorporate the necessary revisions and return 1 set of plans with the design engineer's professional stamp and one most recent AutoCAD compatible electronic copy to the District for final review and approval. All drawing sets to be used for construction must have the design engineer's professional stamp and have the approval signature from the Inspector.

6.5 Right of Way Permits/Road Cut Permits

Any work in the Right of Way or the removal of pavement, sidewalks, driveways, or curb and gutter shall be performed only after all permits required by the Gunnison County and/or State are obtained. The contractor shall rebuild the road-base in accordance with applicable ~~town~~, county or state regulations on excavation, backfill, compaction and restoration of service, including the

Gunnison County Road and Bridge Standards. All excavation for all service lines shall be adequately guarded per the Manual of Uniform Traffic Control Devices so as to protect the public from hazard. Streets, sidewalks, parkways and other public and private property disturbed in the course of the work shall be restored to original condition or in a manner satisfactory to the District and any governmental entity or agency having jurisdiction over the surface or subsurface. No lines shall be covered until inspected as provided herein. Lines shall be covered or barricaded when no work is being performed.

6.6 Service Connection Permit Required

No person other than District personnel or other persons authorized by the District shall undertake maintenance and repair work on, uncover, open into, make service connections with, use, alter or disturb any portion of the sewer system or manhole covers without first obtaining written permission from the District.

6.7 Cancellation of Permits

The District reserves the right, in its sole discretion, for cost-related, lack of capacity, or other reasons, to deny any connection application, including connection or main line extension permits, at any time prior to connection to the sewer system.

6.8 Denial of Application for Service

The Board retains, in the Board's sole discretion and judgment, the right to deny an application for a connection permit when the granting of the application would not be in the best interests of the District or its residents and property owners. The factors that the Board may consider, not by way of limitation, include:

- 6.8.1 Whether sufficient District resources are available and will be available in the future to serve the development or construction proposed for the property;
- 6.8.2 The impact of the proposed service has a negative impact on the District's existing sewer system, transmission, and storage facilities;
- 6.8.3 The economic effect that the approval of the application would have on the District, its residents and property owners;
- 6.8.4 Whether the granting of the application would adversely affect the public health, welfare and safety of the District's residents and property owners; and
- 6.8.5 Other factors related to the request to provide such service.

There may be factors and aspects of an application that are unique to that application and are not recited above, and the Board retains the right to consider all factors related to an application and decide based thereon.

6.9 Line Extension Agreements (LEA)

Any time an applicant funds an extension of a sewer line or trunkline that will benefit property owners who are not currently receiving sewer service from the District, the applicant may be eligible for reimbursement from the property owners who will benefit from such extension, by and through execution of an LEA. Parties to the LEA shall be the District and any contributor to the cost of constructing the extension. The LEA shall contain all conditions and details of the reimbursements to the developer of the extension.

6.10 New Trunkline Development

When developing a new trunkline, it is the District's policy to accomplish the following tasks in the sequence indicated:

- 6.10.1 The District receives request from developer to build a new trunkline.
- 6.10.2 The developer funds an engineered capacity study on the sewer system.
- 6.10.3 The District analyzes known and anticipated flows from the proposed trunkline's contributing basin.
- 6.10.4 The District determines the size and alignment of the proposed trunkline.
- 6.10.5 The developer bonds for design and construction with the District.
- 6.10.6 The District authorizes the design and construction of the line extension.
- 6.10.7 Ownership is transferred to the District and the District accepts the trunkline into its system as described in Section 5.13.

6.11 Reimbursement When the District Participates in a Trunkline Extension

If the Board determines that it is in the best interest of the District to participate in the funding of a trunkline extension, the District may reimburse 100% of its contribution prior to any reimbursement to other participants in the funding of such line. However, in such event, the time within which the other participants may be entitled to reimbursements shall be 10 years from the date on which the District's contribution has been refunded.

6.12 Oversizing Reimbursement When Required by the District

Line oversizing is determined to occur whenever the District requires a trunkline being built to be of a greater diameter than that required to meet the needs of the development for which the trunkline is being built. The increase in the diameter of the pipe from the development's required size and the size required by the District is the oversized amount. This oversizing is normally required if and when a trunkline will serve other developments than that for which it is originally designed.

If the District requires a trunkline to be oversized and/or participates in a trunkline extension that is oversized, it shall be the policy of the District to pay for the cost of the oversizing.

If a developer pays for the oversizing of a trunkline without District participation, the developer may be eligible for reimbursement pursuant to a Line Extension Agreement, as further described in Section 6.9 of these Rules and Regulations.

6.13 Sewage Flow Measuring Instrument

Whenever, in the opinion of the District, the estimated expected amount of sewage produced does not accurately reflect the actual amount of influent produced by the user, the District may, in its sole discretion, elect to require the user to rent or purchase and install a suitable sewage flow measuring instrument. The user will be charged for sewage flow as indicated by the instrument for a set period of time or until flows reduce to the expected level.

6.14 Contractor Requirements

Any contractor that performs construction, maintenance or other services on District-owned equipment, property, easements or rights-of-way that are the responsibility of the District shall provide the District with the following documents and comply with the following requirements:

- 6.14.1 Certificate of insurance specifying liability coverage and naming the District as an additional insured.
- 6.14.2 Certificate of insurance specifying Workers Compensation coverage.
- 6.14.3 Where needed or required, OSHA-approved safety equipment and the proper number of personnel required for the safe operation of such equipment shall be utilized at all times. Examples include but are not limited to accessing manholes, open cut trenches and electrical cabinets.
- 6.14.4 Developers and contractors shall ensure that all work performed under their supervision is performed in accordance with OSHA standards. Developers and contractors shall be liable for any failure to comply with OSHA standards that results in any enforcement or compliance action or in injury or death to any person performing work under the developer and contractor's supervision.
- 6.14.5 Installer License issued by Gunnison County, as well as comply with any other requirements of Gunnison County.

SECTION 7. SANITARY SEWER DESIGN SPECIFICATIONS

7.1 General

7.1.1 Purpose

The purpose of the specifications section is to set forth the general criteria for the construction of sanitary sewer mains and appurtenances within the District service area. Any deviation from these specifications must be supported by documentation submitted to and approved by the District. The basis of design for all sewer projects shall comply with the Gunnison County Construction Standards as adopted.

7.1.2 Design Plans

New designs shall include consideration of providing service for the entire tributary area to the outfall point of the proposed section of sewer.

All plans for construction of new systems, extensions to new areas, or replacement of sanitary sewers and appurtenances must be submitted for review and approval by the District. The plans shall be designed by, or under the direct supervision of, an engineer licensed in the State of Colorado.

7.1.3 Flow Estimating

The following guidelines may be used for rough estimation of development sewer demands:

New sewer systems shall be designed on the basis of 100 gallons per day per capita. Minimum residential population density is computed using 2.7 persons per

household/residence. For a residential development, use the housing density of single-family homes per acre with 70% of the total acres being developed. For non-residential development, use the expected flow from the identified type of use based on AWWA standards.

7.1.4 Combined Sewers

Combined sewers are not permitted. Storm water and underdrains must be completely separated and isolated from the sanitary sewer system so there is no combination of the flows. No storm, sump pump, ground water, or other drains that are not sanitary sewage shall be intentionally introduced into the sewer system

7.1.5 Roadways and Easements

Where sewer mains are installed in roadways or easements they will ordinarily be located in the center unless otherwise approved. If a limited width easement is to be shared for water and sewer lines, appropriate offsets must be made to ensure a 10' horizontal separation is possible.

7.1.6 Potable Water Crossings

Sewer lines that parallel potable water lines shall be subject to approval by the District and/or other utility owner. In all cases, suitable backfill or other structural protection will be provided to preclude settling and/or failure of the adjacent or perpendicular crossings as described in the Gunnison County Construction Standards.

7.2 Design Criteria

7.2.1 Capacity Considerations

If required, the applicant shall be responsible to provide a sewer system hydraulic model that incorporates, but is not limited to, the following: Sewer capacities shall be designed for the estimated maximum population in a specific drainage area or area to be served. Consideration should be given to the maximum anticipated capacity of institutions, industrial parks, etc. Where future parallel sewers are planned, economic and engineering analysis of alternatives shall accompany initial permit applications.

In determining the required capacities of sanitary sewers, the following factors shall be considered:

- (a) Maximum hourly domestic sewage flow;
- (b) Additional maximum sewage or wastewater flow from non-residential dischargers;
- (c) Inflow and groundwater infiltration estimates;
- (d) Topography of area;
- (e) Location of existing pump stations;
- (f) Depth of excavation; and
- (g) Other factors determined by the District

7.3 Sewer Depth

In general, sewers should be sufficiently deep to receive sewage from basements and to prevent freezing; the typical minimum cover depth shall be 6' (feet), as measured from crown of pipe to ground surface. Where pipe has less than 6' of cover, provisions shall be made to protect pipe from impact, loading and freezing. Buoyancy of sewers shall be considered, and flotation of the pipe shall be prevented with appropriate construction where high groundwater conditions are anticipated.

7.4 Gravity Flow Design Criteria

7.4.1 Gravity Pipe Sizing

No gravity sewer main shall be less than 8" (inch) in diameter. Service lines from residences or other facilities to the District gravity sewer can be 4" or 6".

7.4.2 Gravity Pipe Slope

All gravity sewers shall be designed and constructed to give mean velocities, when flowing full, of not less than 2 feet per second utilizing the Manning's formula. Slope shall also not exceed a slope encouraging a velocity of greater than 10 feet per second.

7.4.3 Gravity Pipe Materials

All pipe materials and fittings shall meet the minimum requirements of ASTM D3034, SDR 35, latest revision for sizes up to 15" or shall meet ASTM F679, PS46 for sizes 18" and larger. Pipe stiffness for all pipe sizes shall be tested in accordance with ASTM D2412. Pipe shall be subjected to drop impact tests in accordance with ASTM D2444.

The design criteria above are only applicable for sewer pipe installations at less than 20' of depth. For installations greater than 20' in depth, use SDR 26 and PS 115 rated materials.

7.4.4 Steep Slope Considerations

Where sewers are to be installed on prevailing slopes in excess of 20% grade, anchors shall be provided per engineering recommendations.

7.5 Force Main Design Criteria

Installation of new lift stations shall be avoided where it is reasonably possible to convey flow by gravity. If the installation of a lift station is shown to be necessary, the design shall be reviewed and approved by the Utility Department. Residential lift stations shall not be the responsibility of the District. All lift stations under district control shall include a SCADA system compatible with the Districts existing architecture and provisions for standby power; the minimum provision for standby power shall be a transfer switch to allow connection of a generator, permanent generator installation may be required. All lift stations must be reviewed by a Colorado licensed engineer and CDPHE.

7.6 Inverted Siphons

Inverted siphon designs should be avoided where technically feasible. If no alternative design is possible, inverted siphons will require District review and approval. The design must be prepared by a licensed engineer and provide for a minimum velocity of 3 feet per

second under average flow conditions. All Siphons must be reviewed by a Colorado licensed engineer and CDPHE.

7.7 Service Connections

7.7.1 Service Line Sizing

Single-family residence service lines shall be SDR 35 gasketed 4" (inch) PVC. Multifamily and commercial services shall be sized based on the fixture count. All sanitary sewer service connections shall be a minimum of 4" diameter.

7.7.2 Location and Alignment of Service Lines

Sanitary sewer service lines shall be constructed on the shortest and straightest route possible. At no time shall the service line be closer than 5' to the side property line, and no service line may be constructed through or in front of any adjoining property, nor shall sewer services be connected directly into manholes, without District approval. When possible, the service line shall be located toward the low side of the lot. Service lines are not to be located in concrete areas or under driveways where possible. Water and sewer service lines must follow CDPHE regulations for separation and guarding.

7.7.3 Sump Connections Prohibited

Connecting a basement drain or pump to the sewer system is prohibited.

7.7.4 Service Stub-Outs

Service stub-outs shall be extended at least 10' into property and shall be plugged with a watertight cap.

Adjacent to the end of the service stub-out, a green fiberglass marking post (carsonite) or green painted 4X4 post shall be placed in a vertical position prior to backfilling with the tracer wire attached to it a minimum of 12" above grade. The contractor shall take measurements of distances from manholes to indicate location of service taps. This information will be conveyed to the drafter of the as-builts or to County staff. Sewer mains shall be laid through manholes at the end of cul-de-sacs to serve future development if needed. No lots shall be serviced by a manhole stub out. No sewer mains shall end with a cleanout. All mains shall end with a manhole.

7.8 Oil, Grease, and Grit Interceptors

Commercial and industrial users shall install appropriate interceptors for their respective needs to prevent conveyance of wastewater laden with excessive quantities of oil, grease, or grit. All interceptor units/designs shall be reviewed and approved by the District before construction, and the installation approved by the plumbing and/or building inspector.

The District reserves the right to inspect grease traps and interceptors at any reasonable time to ensure proper installation, maintenance, and cleaning. If it is determined that the maintenance or cleaning required to maintain operability of any oil, grease, or grit interceptor is not occurring, the District can compel the cleaning of the device immediately. If the District determines that its public collection system has been impacted, the owner is responsible for all remediation.

All grease traps and interceptors must meet the requirements of the current *Colorado Plumbing Code*.

7.8.1 Grease Traps and Interceptors for Food Service Facilities

All new or remodeled food service facilities, including but not limited to restaurants, bakeries, cafes, stores, churches, coffee shops, and other public meeting spaces, shall install and/or maintain an appropriately sized grease trap or interceptor. Sizing and design justifications shall be submitted for District review and approval.

7.8.2 Other Oil, Grease, and Grit Interceptors

Appropriate interceptors shall be required for all non-food service facilities that discharge significant quantities of oil, grit, or grease. These types of businesses include car washes and vehicle maintenance facilities. Sizing and design justifications must be designed by an architect or engineer and shall be submitted for District review and approval.

7.8.3 Notice, Failure to Comply

In the event that the provisions of this Article are violated, an authorized District official may cause to be served upon the owner, occupant or person in control of the property, either personally, by certified mail, or by posting on the premises, a notice requiring the owner or tenant to restore the functionality of the oil, grease, or grit interceptor within seventy-two (72) hours of such notice. The notice shall also state that failure to comply may result in the District affecting repairs and assessing costs and fines against the premises in violation.

SECTION 8. CONSTRUCTION OF SANITARY SEWERS

8.1 General

8.1.1 Details of Construction

All sanitary sewer construction within the sewer system and all service line construction connecting to the sewer system and repairs to existing facilities within the District shall be completed in accordance with these Rules and Regulations, District-approved plans, and/or the District's construction specifications as described in Gunnison County Construction Standards or as determined by the Board.

SECTION 9. ADDITIONAL PROHIBITIONS

9.1 False Statements

Making or filing with the District any statement, report or application which the person making or filing same knows or has reasonable cause to know is false or substantially inaccurate, or omitting any material fact in connection with such statement, report or application when the omission thereof leaves the remainder of the information given misleading or substantially inaccurate shall be a violation of these Rules and Regulations.

9.2 Tampering

Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing or otherwise tampering with any portion of the sewer system, obstructing the flow of wastewater in the sewer system, or obstructing access to District facilities shall be a violation of these Rules and Regulations.

9.3 Right-of-Way/Easement Interference

Placing any prohibited plant or structure within the boundaries of any District right-of-way or easement shall be a violation of these Rules and Regulations.

9.4 Access to the Sewer System

Opening any manhole or entering any portion of the sewer system without authorization shall be a violation of these Rules and Regulations.

9.5 Infiltration

Knowingly permitting roof infiltration, storm runoff, or groundwater to enter the sewer system shall be a violation of these Rules and Regulations.

9.6 Escape of Wastewater or Sanitary Sewer Overflows (SSO's)

Permitting wastewater to escape from the sewer system shall be a violation of these Rules and Regulations.

9.7 Failure to Report

Failing to report damage to or alteration of any District facility, or any foreign materials or obstruction in the flow of wastewater in any District facility, shall be a violation of these and other County Rules and Regulations.

9.8 Failure to Notify of Use Changes

Failure to notify the District of any use change resulting in the need for a grease or sand interceptor, swimming pool permit, increased volume permit or any other significant process change shall be a violation of these Rules and Regulations.

9.9 Violation of Stop Work Order

Performing or continuing to perform any work in violation of a stop work order shall be a violation of these Rules and Regulations.

9.10 Failure to Provide Record Drawings

Failure to furnish record drawings of taps as installed shall be a violation of these Rules and Regulations.

SECTION 10. EFFLUENT DISCHARGE REGULATIONS

10.1 Effluent Discharge Policy

This section sets forth uniform requirements for direct and indirect contributors to the sewer system. The objectives of this section are as follows:

- 1) To regulate the collection of wastewater, so as to provide for maximum public benefit in regard to the health, safety and welfare of the residents of the District.
- 2) To prevent the introduction of pollutants into the District wastewater system which will interfere with the operation of the system or contaminate the resulting sludge.

- 3) To prevent the introduction of pollutants into the District wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system.
- 4) To improve the opportunity to recycle and reclaim from the systems.
- 5) To provide for equitable distribution of the cost of the District wastewater system.

10.2 No Unauthorized Discharge

Discharging or otherwise putting wastewater into the sewer system without District authorization, or discharging or putting any foreign materials or wastewater into the sewer system, shall be a violation of these Rules and Regulations.

10.3 General Discharge Prohibitions

No user shall contribute or cause to be contributed, directly or indirectly, any harmful waste, pollutant or wastewater in violation of these Rules and Regulations that will interfere with the operation or performance of the sewer system. These general prohibitions apply to all users of the sewer system whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state, or local pretreatment standards or requirements.

A user shall not contribute the following substances to the sewer system:

- 1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewer system or to the operation of the sewer system. At no time shall 2 successive readings on an explosion hazard meter at the point of discharge into the system or at any point in the system be more than 5% nor any single reading over 10% of the Lower Explosive Limit of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, fuel oil, mineral oil, naphtha, benzene, toluene xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the District, the state, or the EPA has determined is a fire hazard or a hazard to the sewer system.
- 2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to grease, garbage with particles greater than 1/2" in any dimension, paunch manure, bones, hair, hooves, hides or fleshing, whole blood, feathers, ashes, cinders, sand, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel, lubricating oil, or waste lubricating oil, mud, glass grinding or polishing wastes, cement concrete, plaster, gravel, hay, lime slurry or sludge, paint or chemical residues.
- 3) Any wastewater having a pH less than 6.0 or greater than 9.0 or any other corrosive property capable of causing damage or hazard to structures or equipment of the sewer system or to employees of the District.
- 4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to interfere with any wastewater treatment

process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewer system, to contaminate the sludge of the sewer system, or to exceed the limitation set forth in a Categorical Pretreatment Standards. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307 (a) of the Act.

- 5) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair or for sampling or monitoring.
- 6) Any substance which may cause the sewer system or any other product of the sewer system such as residues, slurries, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the sewer system cause the sewer system to be in noncompliance with sludge use or disposal criteria. Guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
- 7) Any substance that will cause the sewer system to violate any permit or standard of the receiving system quality standards.
- 8) Any wastewater having a temperature that will inhibit biological activity in the sewer system resulting in interference, but in no case wastewater with a temperature at the introduction into the sewer system which exceeds 40 degrees Celsius or 104 degrees Fahrenheit.
- 9) Any pollutants, including but not limited to oxygen demanding pollutants and BOD, released in a discharge at a flow rate and/or pollutant concentration that will cause interference with the sewer system.
- 10) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.
- 11) Any wastewater that causes a hazard to human life or creates a public nuisance.
- 12) A slug load having a flow rate or containing concentrations or quantities of pollutants that exceed for any time period longer than 15 minutes more than 5 times the average 24-hour concentration, quantities, or flow during normal operation.
- 13) Any wastewater that creates a fire or explosion hazard in the publicly-owned sewer system, including but not limited to, waste streams with a closed cup flashpoint of less than 60 degrees Centigrade or 140 degrees Fahrenheit, using the test methods specified in 40 CFR 261.21.
- 14) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through.
- 15) Any wastewater that results in the presence of toxic gases, vapors or fumes within the sewer system in a quantity that may cause worker health and safety problems.

- 16) Any trucked or hauled pollutants, including but not limited to, commercial, industrial or domestic generated wastes, except at points designated by the District.

10.4 Categorical Pretreatment Standards

Upon the promulgation of the categorical pretreatment standard for a particular industrial subcategory, developed pursuant to federal statutes or regulations, the categorical pretreatment standard, if more stringent than limitations imposed herein, shall immediately supersede the limitations imposed herein.

10.5 Other Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained herein. The District's limitations or requirements on discharges shall apply in any case where they are more stringent than state or federal requirements or limitations.

10.6 City Treatment

The Agreement with the City shall apply to all connections, discharges, construction, and treatment related to this sewer system.

10.7 District Right of Revision

The District reserves the right to revise limitations or requirements on discharges to the sewer system if deemed necessary.

10.8 Dilution

No user shall ever increase the use of water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the categorical pretreatment standards, or in any other specific pollutant limitation developed by the District or state.

10.9 Accidental Discharges

Each user shall provide protection from the accidental discharge of materials or substances regulated herein. Facilities to prevent accidental discharge of such materials or substances shall be provided and maintained at the users cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review, and shall be approved by the District before construction of the facility.

All existing users, when directed by the District, shall complete facilities and procedures in accordance an Accidental Discharge plan. No user who commences contribution to the sewer system after the effective date hereof shall introduce wastewater into the system until accidental discharge facilities and procedures have been approved by the District. Review and approval of such plans and operating procedures shall not relieve the user of the responsibility to modify the facility as necessary to meet the requirements hereof.

In the case of an accidental discharge, it is the responsibility of the user to immediately notify the District of the incident. The notification shall include the location of discharge, the type of waste, the concentration and volume of the discharge, and the corrective actions already taken.

Within 5 days following an accidental discharge, the user shall submit to the District a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any

expense, loss, damage, or liability which may be incurred as a result of damage to the sewer system, fish tolls, or any other damage to persons or property, nor shall such notification relieve the industrial user of any fines, charges, or other liability which may be imposed under these Rules and Regulations or other applicable law.

A notice shall be permanently posted on the commercial user's bulletin board or other prominent place, advising employees to call the District at (970) 264-4151 in the event of an accidental discharge. Employers shall insure that all employees, who may cause such accidental discharge to occur, are advised of the emergency notification procedure.

10.10 Special User Agreement

Nothing contained in this section shall be construed as prohibiting special written agreements between the District and any other person allowing industrial waste of unusual strength or character to be admitted to the sewer system, provided said user compensates the District for any additional costs of treatment. No such agreement may permit any discharge prohibited in these Rules and Regulations without Board approval.

10.11 Bypass

All industrial users shall comply with the requirements concerning bypass as set forth in 40 CFR, Section 403. 17.

10.12 Non-critical Wastewater Discharge Permit

No person shall cause or allow the discharge of wastewater into the sewer system without a wastewater discharge permit except as follows:

- 1) Domestic users who have received District service connection permit or tap.
- 2) Industrial users who are non-critical industrial users, as determined by the District, and have received a District service connection permit or tap.

A discharge permit for swimming pool wastewater shall be required in all cases.

10.13 Critical Wastewater Discharge Permit

No person shall cause or allow a categorical industry to connect to the sewer system unless such industry shall have obtained a wastewater discharge permit before connecting to or discharging into the sewer system.

10.13.1 Permit Application

Users required to obtain a wastewater discharge permit shall complete and file an application in the form prescribed by the District. Proposed new critical industries shall apply at least 90 days prior to the proposed connection to, or contribution to, the sewer system. In support of the application, the user shall submit, in units and terms appropriate for evaluation, at a minimum the following information:

- 1) Name, address and location of discharge (if different from the mailing or office address);
- 2) Standard Industrial Classification (SIC) and a list of any environmental control permits held by or for the facility.
- 3) Wastewater quantity and quality.

- 4) Time(s) and duration of discharge.
- 5) Average daily and peak wastewater flow rates, including daily, monthly, and seasonal variations, if any.
- 6) Site plan, floor plans, mechanical and plumbing plans and details to show all sewer piping, sewer connections, and appurtenances by size, location and elevation. If deemed necessary by the District such plans shall provide for separate systems for handling sanitary wastes and industrial wastes.
- 7) Description of activities, facilities, and plant processes on the premises, including all materials which are or could be discharged.
- 8) Where known, the quantity and specific nature of any pollutants in the discharge which are limited by any District, state or federal standards or requirements. If additional pretreatment or operation and maintenance will be required to meet the District, state or federal standards and requirements, the schedule by which the user will provide such additional pretreatment shall be submitted for review and approval. The type of pretreatment or operation and maintenance shall be reviewed by the District. The compliance date in this schedule shall not be later than the compliance date established for the applicable standards and requirements. The following conditions shall apply to this schedule:
 - (a) The schedule shall contain increments of progress not to exceed 6 months in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable standards and requirements; and
 - (b) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the District including, as a minimum, whether or not user complied with the increment of progress to be met on such date and, if not, the date of which it expects to comply with this increment of progress, the reason for delay, and the steps taken by the user to return the construction to the schedule established.
- 9) A statement of certification as set forth in 40 CFR, Section 403.6 and signed by the authorized representative of the industrial user.
- 10) Any other information as required by the District to evaluate the permit application. After evaluation and acceptance of the data furnished, the District may approve the application.

The applicant shall have 10 business days from the date of notification to file written objections with the control authority to any permit conditions. The control authority may, but shall not be required to, schedule a meeting with the applicant's authorized representative within 10 business days following receipt of the applicant's objections and attempt to resolve disputed issues concerning permit conditions. If the applicant files no objections to permit conditions proposed or if subsequent agreement is reached

concerning same, the control authority shall issue a wastewater discharge permit to the applicant with such conditions incorporated.

10.13.2 Permit Modification

Upon promulgation of additional categorical pretreatment standards and within the time prescribed thereby, the wastewater discharge permit of a user subject to such standards shall be revised as required to comply with any part thereof which is stricter than existing standards or conditions of the permit. Where a user, subject to categorical pretreatment standards, has not previously submitted an application for a wastewater discharge permit, the user shall apply for a wastewater discharge permit within 30 days after promulgation of the applicable categorical pretreatment standard. Any user with an existing wastewater discharge permit shall submit to the District, within 30 days after such promulgation, the information required by Section 10.13.1 8) and 9). In addition to the foregoing, the terms and conditions of the permit shall be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance as determined by the District. The District reserves the right to require any industrial user to install and maintain pretreatment system and require it be operated by a state certified industrial wastewater plant operator if the system is of complicated design as determined by the District or shows a degree of non-compliance in meeting discharge limits.

10.13.3 Permit Conditions

Wastewater discharge permits shall be expressly subject to all provisions of this section and all other applicable regulations, rates, tolls and charges established by the District.

Permits may be conditioned upon the following:

- 1) Limits on the average and maximum wastewater constituents and characteristics.
- 2) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization.
- 3) Requirements for installation and maintenance of inspection and sampling facilities.
- 4) Specifications for monitoring programs which may include sampling, locations, frequency of sampling, number, types and standards for tests and reporting schedules.
- 5) Compliance schedules.
- 6) Requirements for submission of technical reports or discharge reports.
- 7) Requirements for maintaining and retaining records relating to wastewater discharge as specified by the District and affording District access thereto.
- 8) Requirements for notification of the District of any new introduction of wastewater constituents or average volume being introduced into the sewer system.

- 9) Requirements for notification and control of non-routine, episodic discharges, including but not limited to, accidental spills or non-customary batch discharges.
- 10) Requirements for separate systems to handle sanitary and industrial wastewater, such that in the event that the user's industrial wastewater is or could cause an interference or a potential interference with the sewer system, that the industrial wastewater could be served preventing discharge into the sewer system but still allowing the users sanitary wastewater to discharge into the sewer system.
- 11) Any other conditions as deemed necessary by the District in order to enforce the provisions of this section.
- 12) Effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law.
- 13) Self-monitoring, sampling, reporting, notification and record keeping requirements, including an identification of the pollutants to be monitored, sampling location, sampling frequency and sample type, based on the applicable general pretreatment standards in 40 CFR Section 403, categorical pretreatment standards, local limits, and state and local laws.
- 14) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule, such schedules may not extend the compliance date beyond federal guidelines.

10.13.4 Permit Duration

A wastewater discharge permit shall be issued for a period of 3 years from the date of issue. The user shall apply for a new permit with completed wastewater discharge permit application(s) within a minimum of 90 days prior to the expiration of the user's existing permit. Any permit may be suspended or revoked for failure to comply with the requirements of this section.

10.13.5 Permit Transfer Prohibited

A wastewater discharge permit shall not be sold, traded, assigned, transferred, or sublet. Any new industrial user must obtain a wastewater discharge permit regardless of whether a permit previously existed for the same premises.

10.14 Compliance Date Report

Within 90 days following the date for final compliance with applicable standards or requirements, any industrial user subject to federal, state or District standards and requirements, shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by such federal, state or District standards and requirements and the average, minimum and maximum daily flow and times for wastewater limited by such standards and requirements. The report shall state whether applicable standards or requirements are being met on a consistent basis and, if not, what additional operation and maintenance or pretreatment is necessary to bring a user into compliance with the applicable standards or requirements. This statement shall be signed by an authorized

representative of the industrial user and certified by a professional engineer registered in the state.

10.15 Periodic Compliance Reports

Any industrial user subject to a federal, state, or District standards or requirements shall submit to the District during the months of June and December, unless required more frequently in the permit or by the District, a report indicating the nature and concentration of pollutants in the wastewater which are limited by such standards or requirements. In addition, this report shall include a record of all daily flow which, during the reporting period, exceeded the average daily flow reported in Section 10.13.

The District may impose mass limitations on industrial users which are using flow equalization to meet applicable federal, state or District standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by this subsection shall also indicate the mass of limited pollutants in the wastewater of the user. These reports shall also contain the result of sampling and analysis of the discharge, including production and mass of pollutants contained therein which are limited by the applicable standards and requirements.

10.16 Spill Management Plan

The District will evaluate, at least once every 2 years, whether each significant industrial user needs a plan to control slug discharges. For purposes of this subsection, a slug discharge is any non-routine, episodic by nature, including but not limited to, an accidental spill or a non-customary batch discharge. The results of such activities shall be available to the approval authority upon request. If the District decides that a spill management plan is needed, the plan shall contain, at a minimum, the following elements:

- 1) An ongoing inventory of the types and quantities of pollutants used or stored by the industrial user.
- 2) A diagram of the process and storage location(s) at the facility.
- 3) A diagram of the location(s) of the floor drains to sanitary or storm sewers.
- 4) A description of the measures used to prevent discharge to sanitary or storm sewers.
- 5) An outline of the spill prevention procedures followed by an industrial user.
- 6) If the District deems it to be necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment measures for containing toxic organic pollutants (including solvents), treatment and disposal methods, and/or measures and equipment for emergency responses. The existence of a management plan does not relieve the discharger from fines, charges, or other liabilities which may be imposed in the event of violations of these Rules and Regulations or other applicable laws.

10.17 Signatory Requirements

The reports required by Sections 10.13 and 10.14 shall include a statement of certification as set forth in 40 CFR Section 403-6 and signed by the authorized representative of the industrial user.

10.18 Monitoring Inspections

Where required pursuant to this Section or pursuant to terms and conditions of the wastewater discharge permit, the user shall provide and operate, at his expense, monitoring equipment and facilities sufficient to allow inspection, sampling, and flow measurement of the user's sewer systems.

The monitoring equipment and facilities shall be situated on the user's premises or such other location as approved by the District. There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user and accessible to the District at any time.

The District may randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independent of information supplied by the industrial users, occasional and continuing noncompliance with pretreatment standards, and inspect and sample the effluent from each significant industrial user at least once a year pursuant to 40 CFR Section 403.8(f)(2)(v).

Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the District unless another date is specified in the wastewater discharge permit.

The District may inspect the equipment and facilities of any user at any time during normal business hours to ascertain whether they comply with applicable ordinances, rules, and regulations. In the case of an emergency, the District may cause such inspection to occur at any time. Occupants of premises where wastewater is created or discharged shall allow the District or its representative entry for purpose of inspection, sampling, records examination, records copying, or the performance of any other rights or responsibilities under this section. The District, state, and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring, or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with its security force/system so that upon presentation of suitable identification, personnel from the District, state and EPA will be permitted to enter, without delay for the purposes of performing their specified responsibilities.

In the event a duly authorized representative or agent of the District is refused admission for any purpose, the District may cause sewer service to the premises in question to be suspended until the District's representative or agent has been afforded reasonable access to the premises and sewer system to accomplish the inspection or sampling.

All measurements, tests and analysis of the characteristics of wastewater to which reference is made herein shall be determined in accordance with 40 CFR 136 or, where not addressed in accordance with procedures established by the EPA pursuant to Section 304 (h) of the Act (33

U.S.C. Section 1314(h)), or with any other test procedures approved by the EPA Administrator. In the event that no special facility has been required, the point of inspection shall be the downstream manhole in the sewer system nearest to the point at which the service line is connected to the sewer system. All measurements, tests, and analysis, and all sampling shall be at the expense of the user.

10.19 Pretreatment

Users shall provide necessary wastewater treatment as required to comply herewith. Any equipment and facilities required to pre-treat wastewater to a level in compliance with this section shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be approved in writing by the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce wastewater in compliance with the provisions of this section. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the District and approved prior to the user's initiation of the changes.

10.20 Food Preparation Establishments

All food preparation establishments, whether existing or of new construction, shall be required to install an approved grease interception device, also referred to as a grease trap or interceptor, that is connected to all drains from the kitchen, food preparation, and dishwashing areas. Fixtures to be connected include but are not limited to garbage disposals (grinders), scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease containing materials may exist. All waste shall enter the interceptor through the inlet pipe only.

The size, type and location of each interceptor shall be designed by a Colorado licensed architect or engineer and have local health department approval, if required, before being approved by the District. All interceptors for grease and heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than 6". Interceptors may not be installed in any part of a building where food is handled or served. The location of the interceptor shall be approved by the District and shall be shown on the approved building plan. No interceptors shall be located in drive-through driveways or next to main entrance ways unless approved by the District prior to construction. The size of the interceptor shall be based on the maximum number of meals served during the maximum or peak periods of the day (breakfast, lunch, or dinner).

Cleaning and maintaining the interceptor in efficient operating condition shall be the user's responsibility and expense. All interceptors shall be cleaned at a minimum interval of once every 6 months or whenever it becomes full, whichever event occurs first. The District may inspect any interceptor at any time without prior notice to the user. If the District's inspection indicates that the interceptor requires pumping or repairs, the District can require the user to have these services performed immediately, or the District can perform or cause such services to be performed at the sole expense of the user.

The District will require that all users having interceptors provide evidence of all cleaning and maintenance performed to the interceptors at the time of the District's inspection. This evidence shall be in the form of copies of invoices and any other documentation relating to the service performed.

Bypassing or failing to have, use, or maintain a grease or sand interceptor to District standards shall be a violation of these Rules and Regulations.

10.21 List of Non-Complying Users

The District will maintain a list of users in significant noncompliance with applicable pretreatment requirements in accordance with definitions and regulations as set forth in 40 CFR Section 403.8. All records relating to compliance with applicable standards or requirements shall be made available to officials of the EPA or approval authority upon request, subject to any limitations contained in state statutes.

10.22 Confidential Information

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inquiries shall be available to the public or other governmental agency without restriction pursuant to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S, unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the user furnishing a report, and such request is approved by the District, the portion of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related hereto, National Pollutant Discharge Elimination System (NPDES) permit, or applicable standards or requirements. Moreover, such portions of the report shall be available for use by the District or any Federal or State agency in judicial review or enforcement proceedings involving the user furnishing the report.

Information accepted by the District as confidential, shall not be transmitted to any government agency by the District until and unless a 10-day written notification is given to the user by certified mail or personal service.

If the user believes that the District's findings are in error, the user may elect to appeal such findings in accordance with Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

10.23 Disconnection or Cessation of Discharge

In the event an industrial user intends to cease to discharge from a regulated process or plans to disconnect from the wastewater system, the District must be notified not less than 30 days prior to any action by the industrial user. The notification shall provide a closure management plan that includes the following information, as a minimum:

- 1) Date of planned disconnect or cessation of discharge.
- 2) Methods of disposal of regulated process tanks, chemicals, sludges, plating wastes, cleaning solutions and other pollutants.
- 3) Methods of cleaning tanks, barrels, or other vessels containing regulated pollutants.
- 4) Names of carriers, copies of manifests and the ultimate disposal site(s) of the regulated pollutant and the EPA permit numbers for the transportation of the wastes, if a permit is required.

- 5) Name of contact person to be contacted during closure and upon completion, the industrial user shall be responsible for all discharges to the wastewater system and shall not be disconnected until the District has determined that the industrial user has disposed of the regulated wastes in a proper and safe manner and has requested termination of the discharge permit in writing.

10.24 Specific Pollutant Limitations

Every user of the sewer system must meet the following standards of the District with respect to the daily maximum concentration for the following Pollutant/Pollutant Property Concentration/Daily Maximum In mg/L:

- 10.24.1.1 Arsenic/0.6300
- 10.24.1.2 Cadmium/0.1100
- 10.24.1.3 Chromium (iii)/3.0000
- 10.24.1.4 Copper/3.3800
- 10.24.1.5 Lead /0.6900
- 10.24.1.6 Mercury/0.0007
- 10.24.1.7 Molybdenum/0.5200
- 10.24.1.8 Nickel/3.9800
- 10.24.1.9 Selenium/0.2800
- 10.24.1.10 Silver/0.4300
- 10.24.1.11 Zinc/2.6100

Note: pH units shall remain between 6.0 and 9.0.

10.25 Sampling Schedule for Critical Industries

Critical industries must monitor and then enter into a sampling schedule as required by the District. The District sampling and analysis shall also be made as determined by the District. The District shall also provide a schedule showing specific pollutants limitations.

SECTION 11. ENFORCEMENT

11.1.1 Generally

Any user found in violation of any of the provisions of these Rules and Regulations shall be subject to any or all of the administrative procedures, orders, charges and other remedies, as authorized by these Rules and Regulations, as deemed necessary and appropriate under the circumstances by the District Manager and/or the Board, as applicable. In addition, any user in violation of any of the provisions of these Rules and Regulations may also be prosecuted pursuant to applicable local, state and federal laws.

11.2 Notice of Violation

Whenever the District finds that a user has violated or is violating any of the provisions of these Rules and Regulations, or any order or permit issued hereunder, or the terms of a right-of-way,

easement or other agreement between the District and the user, or if any rates, tolls or charges imposed under these Rules and Regulations become delinquent, the District Manager may serve upon the user a written notice stating the nature of the violation and providing a reasonable time, not to exceed 30 days, for the satisfactory correction thereof. Such notice shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user. Such notice shall specify the amount and nature of charges imposed against the user, if any. A meeting with the District Manager may be scheduled at the request of the user or the District Manager to discuss the violation and/or satisfactory correction schedule. Such meeting shall not serve as an extension of the thirty-day deadline for correction of a violation.

11.3 Show-Cause Hearing

Upon a finding by the District Manager that a user has failed to correct a violation in accordance with Section 11.2 of these Rules and Regulations, whether with or without a meeting with the District Manager, the District Manager may order such user to show cause to the District why an enforcement action should not be taken. A notice shall be served on the user, specifying the time and place of a hearing to be held regarding the violation, and directing the user to show cause why an order should not be made directing an enforcement action against the user. The notice of the hearing shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user at least 10 days before the hearing. Service of process may be made on any agent or officer of a corporation. The show-cause hearing shall be conducted in accordance with Section 11.5 of these Rules and Regulations.

11.4 Notice of Appeal

Any user desiring to appeal any order or determination of the District shall file a written notice of appeal with the District within 10 days of such order or determination. Such notice or appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and shall request a hearing before the Board.

On receipt of a notice of appeal, the District shall set the appeal for hearing at the next regularly scheduled Board meeting, if such meeting is at least 7 business days following receipt of the notice of appeal, otherwise for the next meeting thereafter. Notice of the time, date, and place for the hearing shall be served personally, or by registered or certified mail (return receipt requested) to the billing or street address of the user filing the notice of appeal. The Board may continue the hearing as it deems necessary, without further notice.

11.5 Conduct of Hearings

The Board shall conduct the hearing and, in doing so, shall act as a quasi-judicial body. The user and the District shall each have the opportunity to present evidence and arguments in support of their positions and shall have the right to be represented by an attorney, if they so desire. The Board may affirm, reverse, or modify the order or determinations previously made. The findings and decision of the Board shall be mailed to the user.

Any party to the hearing aggrieved or adversely affected by an order of the District may appeal such order to the District Court in and for the County of Gunnison, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

11.6 Compliance Order

If it is determined that a violation has occurred following the show-cause hearing, the District Manager may issue a compliance order to the offending user setting forth any reasonable and

appropriate requirements to address the noncompliance, which may include, without limitation, suspension or termination of service, installation of pretreatment technology, and additional self-monitoring practices. If the user fails to cure a non-conformity by the time specified in the compliance order, the District may perform the work or have the work performed at the expense of the user.

11.7 Consent Orders

As an alternative to issuing a compliance order, the District Manager is hereby authorized to enter into a consent order that establishes an agreement between the District and the offending user for voluntary compliance. A consent order will include specific action to be taken by the user to correct the non-compliance within a time period specified by the consent order.

11.8 Emergency Suspension Order

Notwithstanding any other provision of these Rules and Regulations, the District may immediately suspend service without prior notice or a show-cause hearing if any actual, threatened or proposed discharge immediately and substantially endangers individual health, safety or welfare, the general public or the environment, or may cause interference or damage to District facilities. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of wastewater. The District is also authorized, in such severance of the sewer connection, to prevent or minimize danger or property damage.

11.9 Injunctive Relief

The District may petition the District Court in and for the County of Gunnison for injunctive relief from any act or omission by any user that violates these Rules and Regulations, or which otherwise jeopardizes the property or health of any person or the District.

11.10 Denial of Permits

The District may decline to reissue a permit to any user who has failed to comply with the provisions of these Rules and Regulations or any order or previous permit issued hereunder unless such user first files with it a satisfactory bond, letter of credit or other suitable guarantee payable to the District in a sum determined by the District to be necessary to achieve consistent compliance.

11.11 Reinstatement of Suspended Service

The District shall not reinstate service that has been suspended until the following requirements have been satisfied:

- 11.11.1 The person requesting reinstatement has paid any applicable disconnection and reconnection charges, all costs and expenses incurred by the District in connection with the suspension, and any and all other amounts then due to the District.
- 11.11.2 The person requesting reinstatement has submitted proof of elimination of the violation to the District Manager.
- 11.11.3 The person requesting reinstatement has submitted, and the District Manager has approved, a plan to prevent future violations.

If deemed necessary to prevent danger, property damage or interference with the sewer system, the District Manager may order a user to provide pretreatment, flow rate control, suitable access

facilities (e.g., a manhole or vault) and periodic sampling, testing, and reporting of the quality and quantity of wastewater being discharged prior to reinstating service.

Any notice or order issued under this section shall be served personally, or by registered or certified mail, (return receipt requested) to the billing or street address of the user.

11.12 Grounds for Termination of Service

Service shall be terminated, and not merely suspended, if any of the following occurs:

- 11.12.1 The Utility Manager issues a compliance order directing termination of service;
- 11.12.2 The tap is revoked;
- 11.12.3 The connection providing such service was not authorized when made;
- 11.12.4 The service was suspended at least 2 times within the preceding 5 years as a consequence of the acts or omissions of the same user.

Service that is terminated pursuant to this Section may not be reinstated unless the user applies for new service.

11.13 Stopping or Eliminating Discharge upon Suspension or Termination of Service

Any user notified of a suspension or termination of service shall immediately stop or eliminate discharge of any and all wastewater from the property affected by such order on the effective date of the suspension or termination. The District may take such steps as deemed necessary to enforce the suspension or termination order, including but not limited to a physical interruption of service. Failure to stop or eliminate the discharge of wastewater from property affected by an order suspending or terminating service to such property shall be a violation of these Rules and Regulations.

11.14 Civil Fine Pass-Through

In the event that a user discharges pollutants which cause the District to violate a condition of a permit held by the District, and if the District is fined by a state or federal agency for such violation, such user shall be liable for the total amount of the fine assessed against the District.

11.15 Remedies Cumulative

The remedies available to the District under these Rules and Regulations and under the laws of the State of Colorado shall be deemed to be cumulative, and the utilization by the District of any single such remedy or combination thereof shall not preclude the District from utilizing any other remedy or combination thereof.

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**CONSTRUCTION STANDARDS
FOR THE GUNNISON COUNTY
WATER AND SEWER
DISTRICT**



October 2023

GUNNISON COUNTY
CONSTRUCTION STANDARDS

SECTION 100	GENERAL SPECIFICATIONS
SECTION 200	GENERAL EARTHWORK SPECIFICATIONS
SECTION 300	SANITARY SEWER SPECIFICATIONS
SECTION 400	WATER MAIN SPECIFICATIONS

GUNNISON COUNTY
GENERAL SPECIFICATIONS

SECTION 100

I. SCOPE:

These specifications including material specifications and construction requirements are for all construction within Gunnison County right-of-way and in other areas under Gunnison County areas of jurisdiction or ownership.

These specifications are the minimum requirements for materials and construction and may only be modified by written approval of the Gunnison County. These specifications are intended to work in harmony with the District Rules and Regulations and the County Land Use Resolution.

II. DEFINITIONS AND ABBREVIATIONS:

Wherever the following words, phrases or abbreviations appear in these specifications, they shall have the following meanings:

Gunnison County: Gunnison County, Colorado.

Utility Manager: The Water and Sanitation Utility Manager, Gunnison County, Colorado, or an authorized representative acting on behalf of Gunnison County.

Engineer: The engineer assigned by the Public Works Director to a specific project.

Inspector: It can be the Utility Manager, the assigned Engineer, or an authorized representative acting on behalf of Gunnison County, at the site of the work.

Utility: The Gunnison County Water and Sewer District of Gunnison County, Colorado and all other utilities.

Public Improvements: The term "public improvements" includes public facilities and shall refer to the construction, installation, development or extension of the public water and / or sanitary sewer system.

Easement: See Gunnison County Land Use Resolution.

Sanitary Sewer: Conduits and related appurtenances employed to collect and

carry off water and waste water to a suitable point of final discharge.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, buildings, sewers, service pipes, under drains, foundation drains, fences, swimming pools and other features which may be encountered in the work and not otherwise classed herein.

Base Course: Use Gunnison County Road & Bridge Standards

Subbase: Use Gunnison County Road & Bridge Standards

Subgrade: The supporting structures on which the pavement and its special under courses rest.

Whenever the words, "as directed", "as required", "as permitted" or words of like meaning are used, it shall be understood that the direction, requirements or permission of the Utility Manager is intended. Similarly, the words "approved", "acceptable", "satisfactory" shall refer to approval by the Utility Manager.

Whenever references are made to standard specifications, methods of testing materials, codes, practices and requirements, it shall be understood that the latest revision of said references shall govern unless a specific revision is stated. Wherever any of the following abbreviations appear, they shall have the following meaning:

AASHTO - American Association of State Highway Transportation Officials

ASTM - American Society for Testing and Materials

AWWA - American Water Works Association

CDOT - Colorado Department of Transportation

OSHA- Occupational Safety and Health Administration

III. RESPONSIBILITY OF THE GUNNISON COUNTY:

1. Authority of the Utility Manager:

The Utility Manager shall have the authority on behalf of Gunnison County to

ascertain that all design and construction of facilities is equal to or better than the minimum requirements set forth in these specifications. The Utility Manager shall have the additional authority to assign an inspector to check any and all work, including all materials to be incorporated in the work, excavation, bedding, backfill, and all construction methods and practice.

2. Authority of the Inspector:

Inspectors are assigned to assist the Contractor in complying with these specifications. They have the authority to reject defective materials, or inferior materials and defective workmanship until such time as the Contractor shall correct the situation in question, subject to final decision by the Utility Manager.

IV. RESPONSIBILITY OF THE CONTRACTOR:

1. Notice Before Beginning Work:

The Contractor shall notify the Gunnison County Utility Manager at least twenty-four (24) hours before beginning any construction. If for any reason work should stop on a project during any stage of construction for a period of more than twenty-four (24) hours, it is the responsibility of the Contractor to notify the Gunnison County Utility Manager at least twenty-four (24) hours prior to any resumption of work on the project. If the Contractor intends to work extended shifts, double shifts, or hours other than the normal workday of Gunnison County personnel, he shall notify the Gunnison County Utility Manager at least twenty-four (24) hours prior to such extension, except in the event of an emergency. Failure to provide notification may provide sufficient cause for suspension of the project.

2. Traffic Control:

The Contractor shall be required to provide adequate construction signing, flagmen, barricades, etc., to warn vehicular and pedestrian traffic of work in progress and divert traffic as may be required during the course of construction. All signing shall conform to the Manual of Uniform Traffic Control Devices and shall be subject to the approval of the Traffic Control Supervisor. When specifically authorized by the Traffic Control Supervisor, portions of the streets shall be allowed to be closed to traffic for construction. However, the Contractor shall make every attempt to keep the time of closure to such streets to a minimum. It shall be the responsibility of the Contractor to notify the Fire Department, Police

Department and Ambulance Service twenty-four (24) hours prior to the closure of any street. In addition, for all work within State of Colorado highway rights-of-way the Contractor shall submit a traffic control plan to the CDOT Traffic Engineer for review.

3. Rejected Materials:

All materials installed shall be free of defects of manufacture. Any defective or damaged materials found in the construction or on the construction site shall be marked and removed from the site. In the event the Contractor fails to remove rejected materials from the construction site within a reasonable length of time, the Utility Manager may arrange for such removal at the expense of the Contractor.

4. Familiarity of Specification:

It shall be the responsibility of the contractor to read and fully comply with all the provisions of these specifications and all laws and regulations that apply to local and state agencies.

5. Maintenance of Site:

The cleanup and restoration of grounds shall be a continuous process from the beginning of construction to final completion of the work. The Contractor shall keep the work site free from the accumulation of debris and waste material caused by the work.

Immediately after the construction activity or major portion thereof is complete the area shall be cleaned and restored to the original grade and condition. All fences shall be replaced to the same elevation and alignment and restored to a condition equal to or better than that at the beginning of construction.

6. Public Relations and Notifications:

The Contractor shall carry on the work in such manner as to cause as little inconvenience as possible to the public, particularly to occupants of property along the project, as is consistent with good workmanship. They shall notify occupants at least twenty-four (24) hours in advance of proposed work that may block entrances or otherwise cause undue difficulty to occupants of property affected and shall restore such entrances to usable condition as soon as possible. The Contractor, Subcontractors and employees shall at all times be courteous to the

public while engaged upon this work.

The Contractor shall notify all business managers and residents affected by the interruption of utilities and other services caused by the work. Such notice shall be given at least twenty-four (24) hours prior to the interruption of service. Notice shall be given for the interruption of domestic water, irrigation water, sewer, trash pickup, mail delivery and changes in access to property.

Notifications may be verbal or in written form if the business manager or resident cannot be located. Water services shall not be discontinued for more than two (2) consecutive hours without special written permission from the Utility Manager.

Where trees, hedges, shrubs, or other ornamental plantings or structures within the construction limits are not designated to be protected or saved, the Contractor shall notify the owner of the property fronting the plantings or structures in question, not less than two (2) calendar days prior to their removal. This notification shall include allowing the property owner an option to transplant the plantings or relocate structures fronting his property onto his property instead of having the Contractor remove them. The Contractor shall bid the project based on assuming responsibility for all removals. This notification requirement is intended as a positive public relations action. All notifications described and required in this section are considered as incidental to the Work and will not be measured or paid for separately.

7. Protecting and Relocating Utilities:

It is the responsibility of the Contractor to provide for the protection of all structures and utilities including pipes, fences or similar items. Colorado 811 must be contacted before any and all work.

In the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the utility interrupted and shall lend all possible assistance in restoring services.

The Contractor shall bear the entire expense of repairing or replacing any utilities or structures disturbed or damaged during construction.

Unless otherwise specified in the Contract Documents, all utility relocations will be the responsibility of the utility companies; the Contractor shall be responsible for coordinating the relocation work with the Utility Companies and shall bear any reasonable and customary cost associated with the work.

8. Safety and Protection:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the job and other persons who may be affected thereby,
- (2) All work and all materials or equipment to be incorporated therein in storage on or off site and,
- (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

GUNNISON COUNTY
GENERAL EARTHWORK SPECIFICATIONS
SECTION 200

I. SCOPE

The purpose of this Earthwork Specification is to set forth the criteria to be used for all construction within the rights-of-way and in any other areas of jurisdiction or ownership of Gunnison County. Work shall include but not be limited to: Surface Removals, Excavation, Dewatering, Trenching Embankment, Bedding and Backfill for all utilities, structures and roads.

II. MATERIALS:

1. Fill Material:

- A. On-site: All on-site material suitable for STRUCTURAL BACKFILL shall be soil or soil-rock mixture which is free from frozen material, organic matter and other deleterious substances. It shall contain no rocks or lumps over eight (8) inches in greatest dimension. Wet material from the excavation shall be removed from the site and replaced with imported material.
- B. Imported: Pit Run: Shall be well graded eight (8) inch minus material, meeting the requirements of "A" above, with less than 20 percent by weight passing the No.200 sieve and a liquid limit not greater than 35 percent.
- C. Other Materials: Other materials may be selected by the Contractor subject to the approval of the inspector, or his authorized representative.
- D. Bedding Material: Shall be 3/4" washed rock, with a minimum of 4" below pipe and 6" above pipe and on each side of the pipe, and shall be well graded.
- E. Subbase - Course Aggregate: Aggregates shall be crushed stone, crushed slag, crushed gravel or natural gravel which conforms to the requirements of AASHTO M147. Aggregate

shall meet the grading requirements in the Classification Table below. The type used shall be specified on the plans or special provisions. The liquid limit (LL) shall be as shown in the table and the plasticity index (PI) shall not exceed 6 when the aggregate is tested in accordance with AASHTO T89 and T90, respectively.

- F. Base Course Aggregate: Colorado Department of Transportation Class 6 Aggregate Base Course
- G. Select Backfill Material may be either CDOT Class 6 Aggregate Base Course or Granular Bedding Material.

H. Flow-Fill:

Ingredients

Lbs./C.Y.

Cement (0.45 sack)	42
Water (39 gallons)	325 (or as needed)
Coarse Aggregate (Size no. 57)	1700
Sand (ASTM C-33)	1845

III. INSTALLATION:

A. Roadway Excavation and Grading:

This work shall consist of excavation, disposal, shaping or compaction of all material encountered within the limits of the roadway in close conformity with the lines, grades and typical cross sections shown on the plans or as directed by the inspector.

B. Clearing:

Excavation and grading for street improvements and paving projects shall include removal of trash, rubbish and low lying vegetation in the construction area. All vegetation and objects designated to remain shall be protected from injury or defacement.

C. Grubbing:

All vegetation such as trees, stumps, hedges, shrubs, brush, heavy sod, heavy growth of grass, decayed vegetable matter, rubbish and

other unsuitable material within the area of excavation or upon which embankment is to be placed shall be stripped or otherwise removed to a depth of 3 inches. All such materials shall be separated from suitable topsoil and backfill material, and hauled to a disposal site secured by the Contractor.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed, shall be backfilled with suitable material and compacted in accordance with these specifications.

D. Stripping:

Stripping shall consist of removing unsuitable overburden material before removal of other material for use in the roadway. All areas to be graded and all embankments or fill areas under paved slabs shall be stripped.

E. Excavation:

After all clearing, grubbing and stripping has been done, excavation of every description and of whatever materials encountered within the grading limits of the project shall be performed. All suitable excavated materials shall be transported to and placed in embankments or fills within the limits of the work.

The excavation and embankments for the roadway and ditches shall be finished to reasonably smooth and uniform surfaces. Variation from the subgrade plane shall not be more than 1 inch of soil. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed, but all cuts shall be made to subgrade a minimum of 1 foot outside the proposed edge of paving slab or curb. Prior to beginning grading operations in any area, all necessary clearing and grubbing in that area shall have been performed. The Contractor shall not excavate beyond the dimensions and elevations established, and material shall not be removed prior to the staking.

If excavation to the finished graded section encounters a subgrade or slopes of spongy material, vegetable matter or trash pockets, the inspector may require the Contractor to remove the unsuitable materials and backfill to the finished graded section with suitable material. The inspector may designate as unsuitable those soils or materials that are in his judgment detrimental to the finished roadway. All unsuitable material shall be disposed of outside the construction area.

F. Shouldering and Miscellaneous Work:

The Contractor shall deposit sufficient suitable earth between curb and sidewalks, or property lines, so that when smoothed and consolidated in final deposition, it will provide a uniform smooth slope from top of curb to the adjacent sidewalk or property line. All broken concrete, trash and debris shall be removed before any fill is placed back of curb. In case excavation is necessary to accomplish the above purpose, the Contractor shall make such necessary excavation, and he shall leave the parking area so filled or excavated free from all trash and debris.

The Contractor shall set all manholes, water boxes or other service boxes, 4" below finished grade on gravel roads and 1/2" below finished grade on asphalt roads. This work will be considered as part of the grading.

G. Embankments:

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes; the placing and compacting of approved material within project areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits and other depressions within the project area. Only approved materials shall be used in the construction of embankments and backfills.

Free running water shall be drained from the material before the material is placed. Rocks, broken concrete or other solid materials more than 6 inches in greatest dimension shall not be placed in embankment areas less than 1 foot deep as measured from the subgrade. Materials up to about 150 pounds in weight may be placed at the base of fills over 3 feet deep measured from the subgrade. All fill material shall be free from roots, organic material, trash and frozen material.

When an embankment is to be placed and compacted on hillsides, or when new embankment is to be compacted against existing embankments, or when embankment is built one-half width at a time, the slopes that are steeper than 4:1 when measured longitudinally or at right angles to the roadway shall be continuously benched over those areas where it is required as the work is brought up in layers. Benching shall be well keyed and

where practical a minimum of 8 feet wide. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts. Material thus cut out shall be re-compacted along with the new embankment material at the Contractor's expense.

Embankment material shall be placed in horizontal layers not to exceed 8 inches in loose depth and compacted prior to placing each following layer.

When pipe is to be installed in areas requiring fills or embankments, the embankment or fill shall be completed a minimum of one (1) foot above the top of the pipe to be installed, prior to trenching and installation of the pipe.

The Contractor shall add moisture to or dry by aeration each layer as may be necessary to meet the requirements for compaction. Materials shall not be placed in embankments or fills when the moisture content exceeds 5% above or is 3% below optimum moisture content for that material. Under roadways and extending 1 foot beyond proposed curb line measured perpendicular from the centerline embankments shall be compacted for the entire depth of the fill to a density of not less than 90% maximum density except the top three feet which shall be compacted to at least 95% maximum density as defined by ASTM D698.

H. Trench Excavation:

1. Surface Removals and Topsoil Preservation

The Contractor shall remove surface materials and obstructions only to the widths necessary for excavation of the trench. All fences, landscaping and structures not designated for removal shall be protected or, if moved, restored to their original condition after construction is complete.

Removal of concrete curbs, gutters, sidewalks and driveways shall be along existing joints or neatly cut lines.

Where excavation is required under paved areas, the pavement shall be cut in such a manner as to effect a smooth, straight cut edge and as a vertical face six (6) inches minimum beyond the trench wall. All vegetation,

concrete, asphalt and other refuse removed from the construction limits shall be separated from suitable topsoil and backfill material, and hauled to a disposal site secured by the Contractor.

Clean topsoil suitable for final grading shall be stripped, stockpiled separately in approved locations and restored to the surface after the trench is backfilled evenly. Where excavation is in a lawn covered area the sod shall be cut and removed and replaced after trench filling so as to promote regrowth. Where sod is disturbed the contractor shall resod with like grass at his own expense.

2. Stockpiling Excavated Material:

Excavated material shall be piled in locations that will not endanger the work, create traffic hazards or obstructed sidewalks and driveways. Fire hydrants, valve boxes, manholes and other utility access points shall be left unobstructed until the work is complete.

Gutters and other water courses shall not be obstructed unless other provisions are made for runoff and street drainage.

All surplus material and excavated material unsuitable for backfilling shall be removed from the site and disposed of in areas secured by the Contractor.

3. Trenching:

Trenches shall be excavated to the width necessary to permit the pipe to be laid and jointed properly and backfill materials placed and compacted as required. Where conduit is to be installed outside of existing pavement and pipes have an inside diameter of 33 inches or less, the trench shall be excavated at pipe level a minimum of 16 inches wider than the outside diameter of the pipe so that a clear space of not less than 8 inches is provided on each side of the pipe.

For pipes having an inside diameter of 36 inches or greater, the trench shall be excavated at pipe level a minimum of 24 inches wider than the outside diameter of the pipe so that a clear space of not less than 12 inches is provided on each

side of the pipe. Wherever it is necessary to exceed these limits, approval of the inspector shall be obtained and provision shall be made for the additional load imposed on the pipe. When sheeting is used, the widths indicated above shall be measured to the inside dimension between the sheeting.

a. Bracing and Sheeting of Trenches:

All trenches shall be properly braced, sheeted or otherwise supported to provide safe working conditions and protection of the Work, workers and adjacent property.

Bracing and sheeting shall conform to the recommendations in the Occupational Safety and Health Standards for Construction (OSHA). A trench box or trench shield may be used in lieu of sheeting and bracing as permitted by OSHA. Unless otherwise approved, all trench support materials shall be removed in a manner that will prevent caving of the sides and movement or other damage to the pipe.

b. Trenches with Sloping Sides:

When working conditions and right-of-way width permit it trenches may be excavated with sloping sides in accordance with OSHA requirements.

Where trenches with sloping sides are permitted, the slopes shall not extend below a point 12 inches above the top pipe.

4. Pavement Removal:

All removed pavement and excavations made in Gunnison County Roads shall require a road cut permit obtained at Public Works prior to excavation and be replaced at the Contractor's expense.

5. Excavation below Grade:

Where the excavation is carried beyond or below the lines and grades shown on the plans or staked, the Contractor shall, at his own expense, refill and compact all such

excavated space with suitable granular material.

6. Over excavating For Rock:

When bedrock or boulders are encountered in the trench bottom or loose, stony soil where there is the possibility of pipe being subjected to "point" contacts, the trench shall be over excavated a minimum of 6 inches. The over excavated material shall be replaced with inspector-approved material (3/4" washed rock).

If blasting is required for rock excavation, all work with explosives shall conform to Federal and State Laws, and OSHA rules and regulations. Any damage caused by blasting shall be repaired by the Contractor at his expense.

7. Unstable Trench Bottom:

Where the excavation is found to consist of organic matter or any other material that the Inspector determines to be unsuitable for supporting the pipe, the trench shall be excavated to an additional depth as directed by the inspector and replaced with an approved granular stabilization material. The inspector shall determine suitability of materials to be used.

8. Removal of Water:

Trenches shall be kept free of water during pipe laying operations by draining, pumping or other approved methods. The water level shall be maintained below the trench bottom throughout the placement of bedding, pipe laying, joining and backfilling operations. The dewatering shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench. Water shall be disposed of in a suitable manner without damage to adjacent property or without being a menace to public health and convenience. Under no circumstances shall trench water be discharged into sanitary sewers. The method of disposal of trench water shall be approved by the inspector.

9. Bedding and Shaping Trench Bottom:

All trenches shall be excavated to at least 4 inches below the

pipe grade and backfilled to grade with 3/4" washed rock as bedding material. The bedding material shall be hand shaped and graded until the trench bottom is uniform and free from rocks, bumps, and depressions. A coupling or bell hole shall be dug at each pipe joint with sufficient length, width and depth to permit assembly of the joint and provide a minimum clearance of 2 inches between the coupling and the trench bottom. Washed 3/4" rock bedding shall be the minimum acceptable bedding for all pipe.

If in the opinion of the engineer the pipe is subjected to unusual loading Class A - Concrete Arch bedding may be required. The Contractor shall provide an analysis the load conditions and the bedding required if directed by the Inspector.

Refer to the Standard Drawings for bedding details.

10. Backfilling Pipe and Structures:

Unless otherwise specified or approved by the inspector, all backfill material shall be placed with moisture-density control in accordance with the typical trench detail shown on Gunnison County Standard Drawings. All backfill material shall be adjusted to within 3 percent of the optimum moisture content prior to its placement in the trench. Jetting or water soaking trenches to achieve compaction of the backfill will not be permitted except when: (1) soil sample tests show that the backfill and excavated trench materials consist of gravel or other granular material having less than 15 percent by weight passing on No. 200 sieve; and (2) the engineer has given written approval prior to water soaking.

During initial backfilling, the Contractor shall take all necessary precautions to prevent movement or distortion of the pipe or structure being backfilled. Pipe haunching material shall be placed and compacted in even lifts on both sides of the conduit to 6 inches above the top of the pipe. Above the bedding and haunching material, earth backfill material shall be placed full width in uniform layers not more than twelve inches thick. Each layer shall be compacted to the required density with approved mechanical or hand tamping equipment.

Concrete structures shall not be backfilled until the concrete and mortar therein has attained a minimum compressive strength of 2000 psi and can sufficiently support the loads imposed by the backfill. Select backfill shall be placed simultaneously on all sides of the structure in layers approximately 12 inches thick. Each layer shall be compacted to not less than 95 percent of the maximum dry density determined in accordance with AASHTO T-99.

11. Compacting Backfill Material:

Backfill material in trenches shall be compacted to at least 90 percent of maximum density except for the top 3 feet of the trench under existing or proposed roads or structures which shall be compacted to at least 95 percent of maximum density. Maximum density shall be defined by ASTM D698. All approved backfill material shall be adjusted to within 3 percent of the optimum moisture content prior to its placement.

12. Backfilling With Flow-Fill

At the Contractors option Flow-Fill meeting the requirements set fourth in the Materials portion of this specification may be used in lieu of compacted backfill in pipeline trenches and around structures only. Compaction testing of trench backfill will not be required if material meeting the above requirement is use

I. PIPE BORING AND JACKING

1. DESCRIPTION

- A. This section covers the furnishing and installation of casing pipe by boring or jacking.
- B. Reference Drawing 200-4.

2. QUALITY ASSURANCE

- A. Design Criteria
 - 1. Specified thicknesses for pipe and casing are based upon the superimposed loads and not upon the loads which may be placed on the pipe as a result of jacking operations.
 - 2. Provide increased pipe strength necessary to withstand jacking loads.
- B. Requirements of Regulatory Agencies
 - 1. Obtain the necessary permits from the appropriate jurisdiction.
 - 2. Obtain bonds or indemnity required by the permits for protection against damage and interference with traffic and service by construction activities.

3. SUBMITTALS

- A. Certification: Submit manufacturer's certification that materials meet referenced standards.
- B. Shop Drawings: Submit manufacturer's drawings and specifications on the materials.

4. ALTERNATIVES

- A. Request for substitution of "reject" or used pipe in lieu of new pipe may be made with written approval. Used pipe shall be clean, free from heavy corrosion, patches, cuts and holes, and shall be straight and true in centerline alignment and circular in cross section. Pipe shall in all other respects meet the requirements specified for new pipe. Acceptance of all pipe shall be at the discretion of the District Engineer.

5. CASING PIPE

- A. Smooth Steel Pipe
 - 1. Minimum Yield Point: 35,000 psi.
 - 2. Wall Thickness: Minimum allowable.

<u>Diameter, inches</u>	<u>Thickness, inches</u>
24 inch or smaller	0.250
30	0.250
36	0.312

3. Ends: Beveled for field welding.
4. Exterior Coating: Coal tar enamel, AWWA C203, Section 2.

6. ACCESSORIES

- A. Casing Seals
 1. Materials: High density rubber with stainless steel strap.
 2. Manufacturer: Pipeline Seal and Insulator Co., Model W, or equal.
- B. Casing Chocks
 1. Materials: Stainless steel casing chock
 2. Manufacturer: Pipeline Seal and Insulator Company, Model 4810, or equal.
- C. Bands: Stainless steel straps.

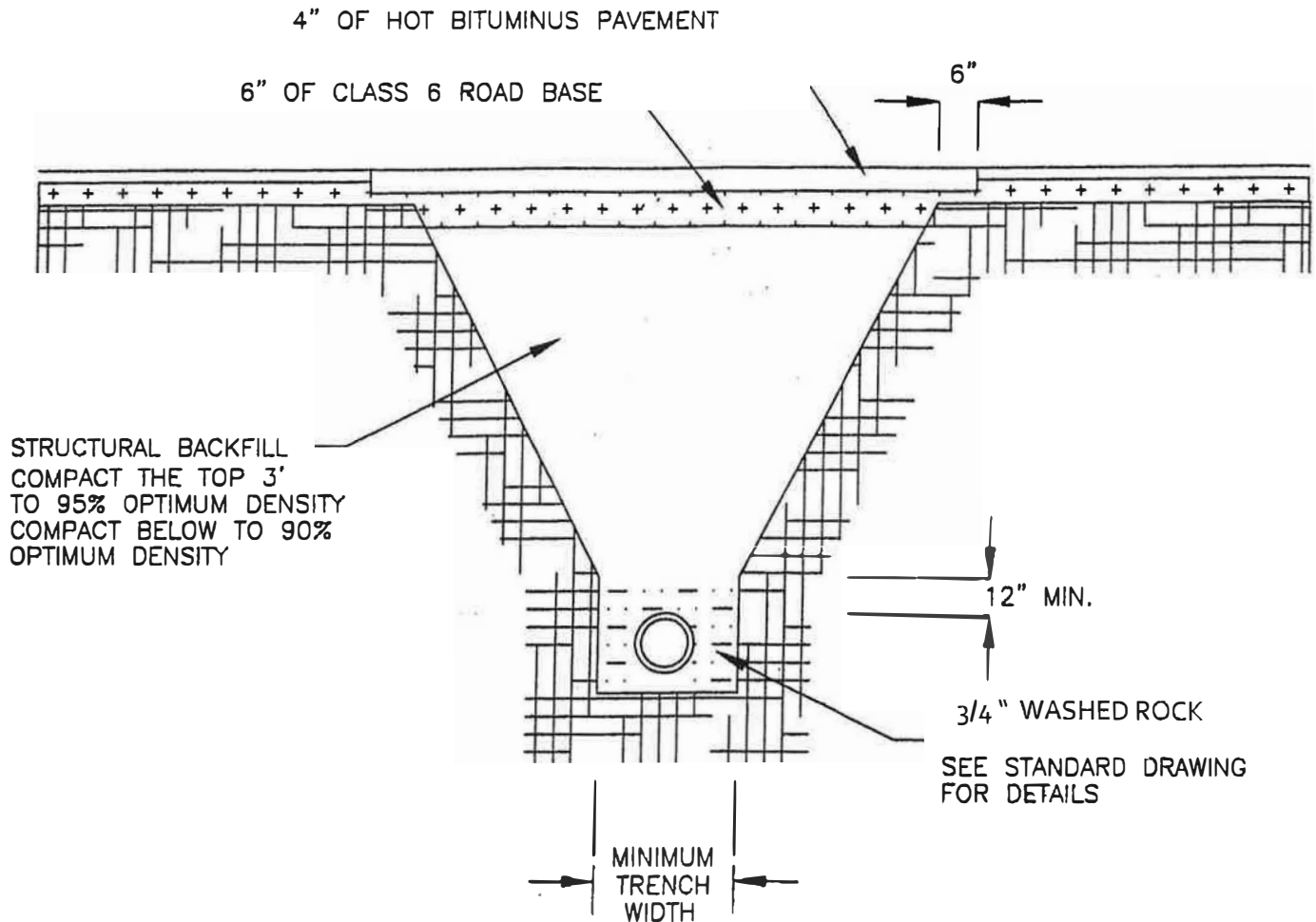
7. CASING INSTALLATION

- A. General
 1. Install the casing by jacking or tunneling through the earth.
 2. Open trench excavation shall not be permitted where boring or jacking is specified.
 3. Remove earth displaced by the casing through the interior by hand, by auger, or other acceptable means.
- B. Smooth Steel Pipe
 1. Provide adequate equipment to insure a smooth, continuous and uniform casing with no exterior voids.
 2. Weld each section of pipe with a full penetration butt weld around the entire circumference of the joint to form a continuous conduit capable of resisting all stresses, including jacking stresses.

8. CARRIER PIPE INSTALLATION

- A. Install pipe in accordance with the applicable pipe specification sections.
- B. Attach 3 pipe chocks to each pipe length with a maximum spacing of 6 feet and insert carrier pipe. Reference Drawing 200-4.
- C. Seal the ends of the casing with casing seals.

STANDARD TRENCH DRAWING



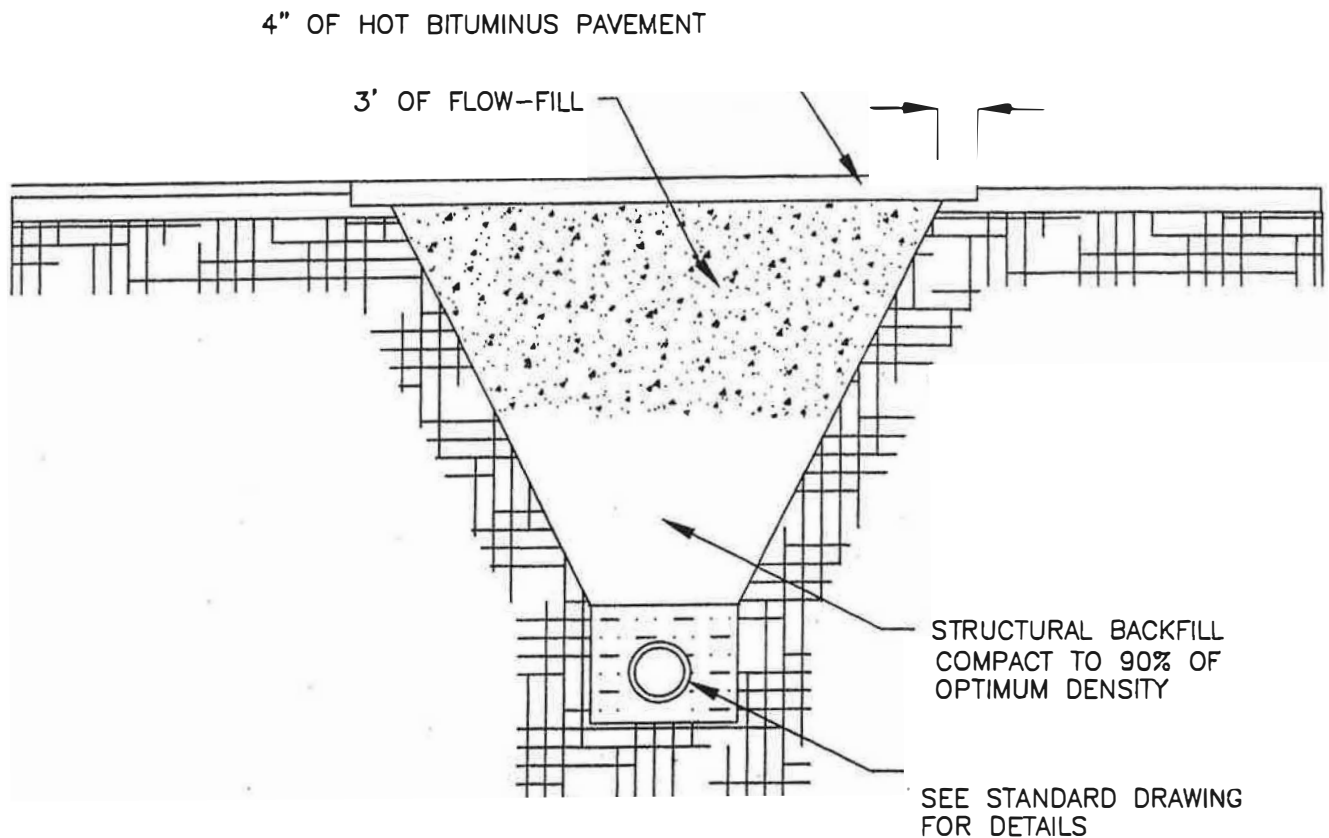
TRENCH WIDTH NOTES:

1. INSIDE DIAMETER PIPE < 33" ALLOW 8" MIN. EACH SIDE OF PIPE
2. INSIDE DIAMETER PIPE > 36" ALLOW 12" MIN. EACH SIDE OF PIPE
3. TRENCH WIDTHS SHALL NOT BE WIDENED BEYOND THESE LIMITS BELOW THE TOP OF THE PIPE.

PAVEMENT PATCHING NOTES:

1. EXISTING PAVEMENT TO BE CUT STRAIGHT 6" FROM THE EDGE OF THE TRENCH
2. IF THE ADJACENT PAVEMENT IS DISTURBED IT SHALL BE RECUT TO A NEAT LINE AND REPLACED.
3. MINIMUM PATCH THICKNESS IS 4" OR MATCHING EXISTING WHICHEVER IS GREATER.
4. MINIMUM PATCH THICKNESS ON U.S. HIGHWAY 50 IS 6"
5. PATCHING SHALL BE COMPLETED WITHIN 48 HOURS OF COMPLETION OF BACKFILL
6. IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE COLD PATCH SHALL BE USED.
COLD PATCH SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

FLOW-FILL BACKFILL DRAWING



SEE STANDARD TRENCH DRAWING FOR TRENCH WIDTH AND PAVEMENT PATCHING REQUIREMENTS.

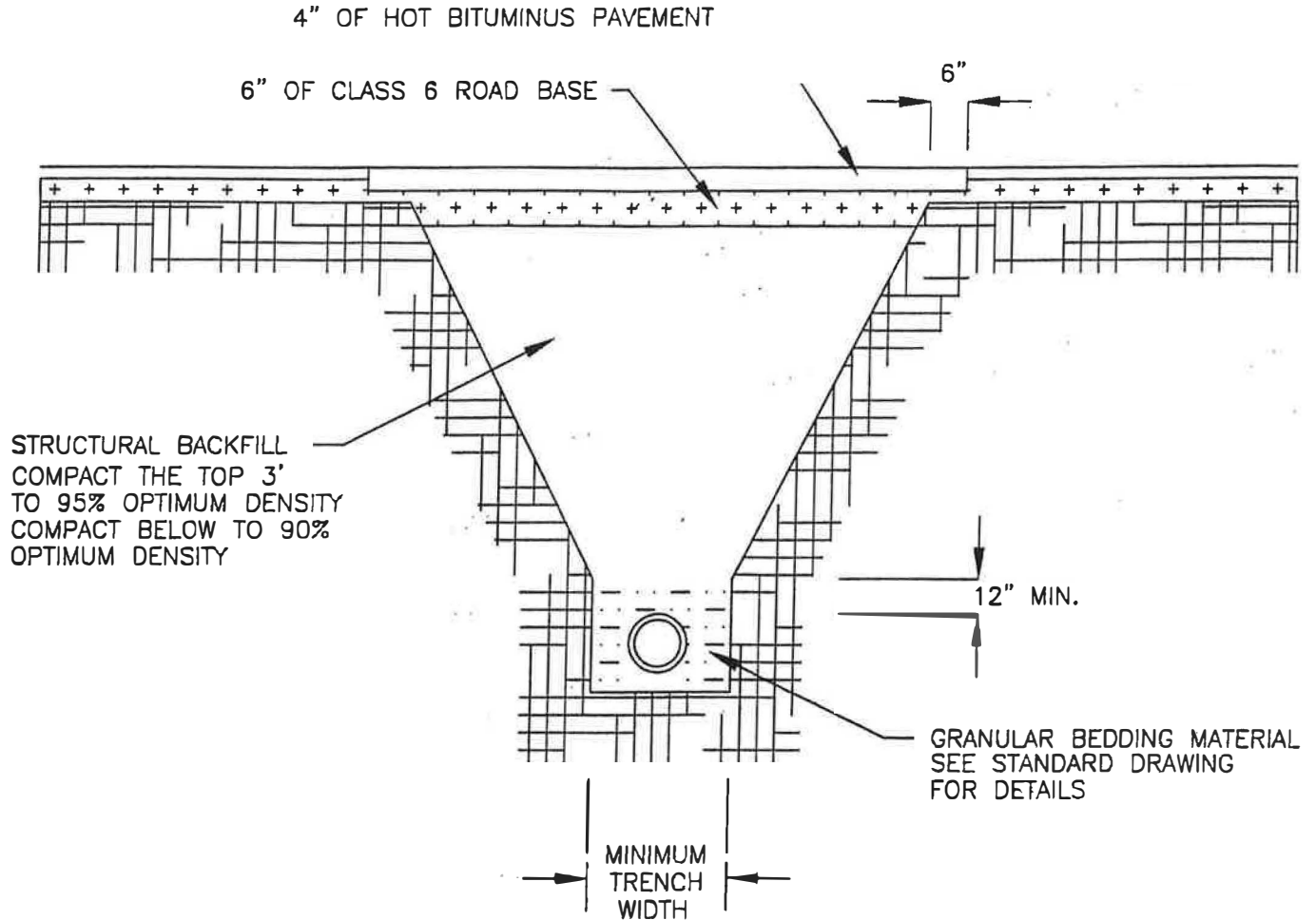
EXCEPT:

IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE THE TRENCH MAY BE FILLED LEVEL TO THE ADJACENT PAVEMENT WITH FLOW-FILL. THE TOP 4" SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

COMPACTION TESTING NOT REQUIRED WITH THIS DRAWING

DRAWING 200-2

STANDARD TRENCH DRAWING



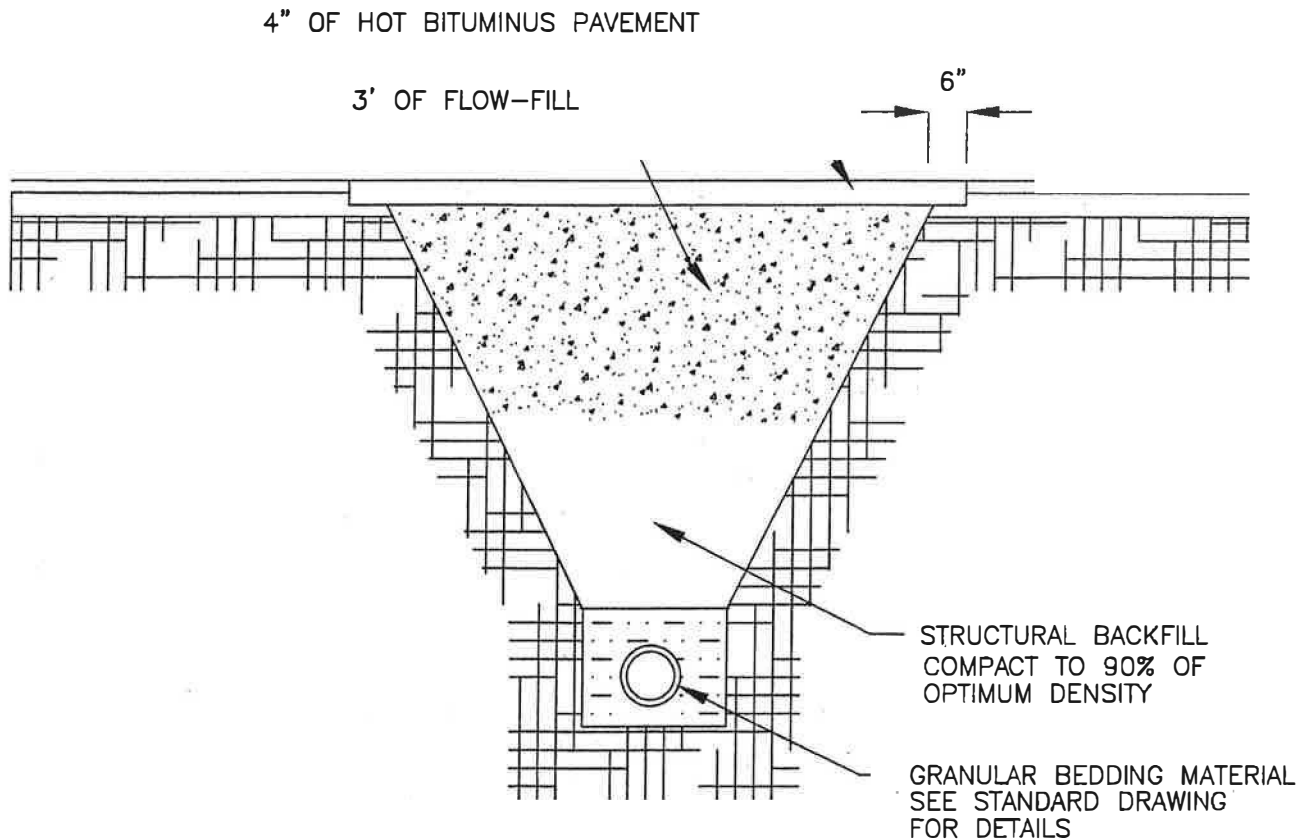
TRENCH WIDTH NOTES:

1. INSIDE DIAMETER PIPE < 33" ALLOW 8" MIN. EACH SIDE OF PIPE
2. INSIDE DIAMETER PIPE > 36" ALLOW 12" MIN. EACH SIDE OF PIPE
3. TRENCH WIDTHS SHALL NOT BE WIDEND BEYOND THESE LIMITS BELOW THE TOP OF THE PIPE.

PAVEMENT PATCHING NOTES:

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COLD PATCH SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

FLOW-FILL BACKFILL DRAWING



SEE STANDARD TRENCH DRAWING FOR TRENCH WIDTH AND PAVEMENT PATCHING REQUIREMENTS.

EXCEPT:

IF HOT BITUMINOUS PAVEMENT IS NOT AVAILABLE THE TRENCH MAY BE FILLED LEVEL TO THE ADJACENT PAVEMENT WITH FLOW-FILL. THE TOP 4" SHALL BE REPLACED WITH HOT BITUMINOUS PAVEMENT AS SOON AS IT IS AVAILABLE.

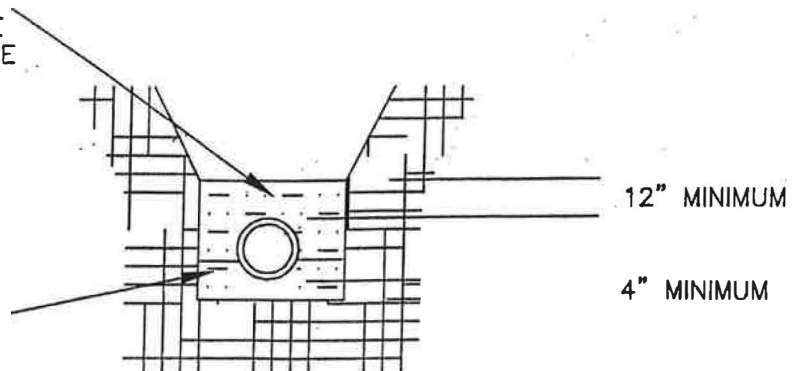
COMPACTION TESTING NOT REQUIRED WITH THIS DRAWING

DRAWING 200-2

PIPE EMBEDMENT DRAWING

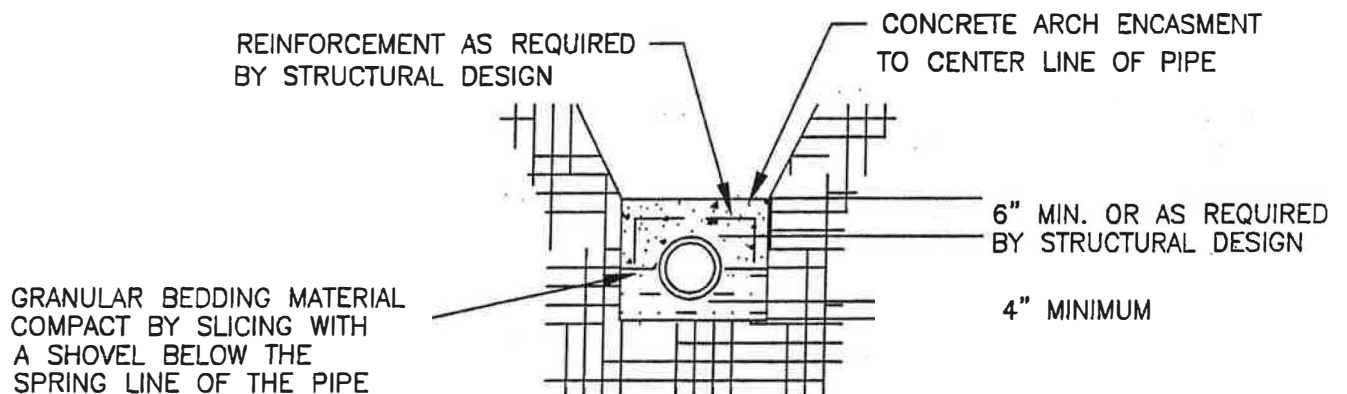
GRANULAR BEDDING MATERIAL
COMPACT BY SLICING OR
VIBRATORY COMPACTOR ABOVE
THE SPRING LINE OF THE PIPE

GRANULAR BEDDING MATERIAL
COMPACT BY SLICING WITH
A SHOVEL BELOW THE
SPRING LINE OF THE PIPE



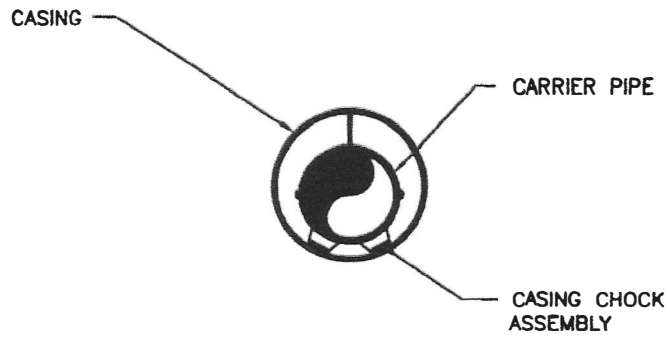
CLASS B EMBEDMENT DRAWING

GRANULAR BEDDING MATERIAL SHALL BE PLACED IN 6" MAX. LIFTS

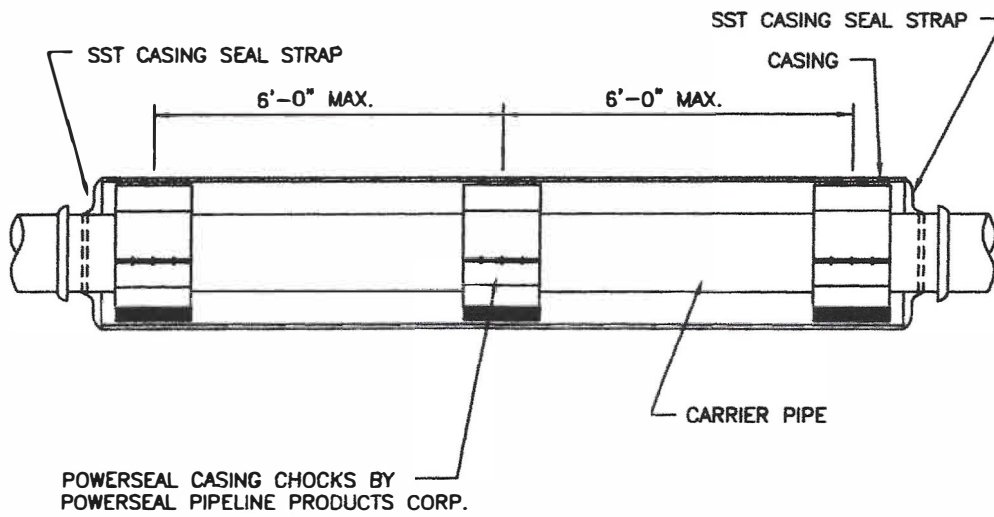


CLASS A EMBEDMENT DRAWING CONCRETE ARCH ENCASEMENT

DRAWING 200-3



END SECTION



PIPE CASING DETAIL

DRAWING 200-4

GUNNISON COUNTY
SANITARY SEWER SPECIFICATIONS
SECTION 300

I. SCOPE:

The purpose of the Sanitary Sewer Specification is to set forth the criteria to be used in the construction of sanitary sewer mains and appurtenances for approval and acceptance by Gunnison County.

All sanitary sewer mains shall be constructed using a pipe with a minimum nominal inside diameter of eight (8) inches.

All excavation and backfill shall conform to the General Earthwork Specification and as shown on the Standard Details of this section.

II. MATERIALS:

1. Rigid Poly Vinyl Chloride Pipe (PVC) & Fittings:

General: All PVC pipe shall meet the requirements of ASTM Designation D3034 "Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings", latest revision. The maximum allowable length per section of pipe from bell to spigot shall not exceed 20 feet.

Wall Thickness: The wall thickness of all PVC pipe shall meet ASTM Designation D3034: SDR 35 or better.

Joints: Pipe joint assemblies shall be bell and spigot with an O-ring rubber gasket, for main line and service lines.

Acceptance: In addition to any deficiencies covered by ASTM D3034, PVC which has any of the following visual defects will not be accepted:

- A. Improperly formed pipe such that the pipe intended to be straight has an ordinate, measured from the concave side of the pipe, exceeding 1/16 inch per foot of length.
- B. Pipe which is sufficiently out-of-round to prohibit proper jointing.
- C. Improperly formed bell and spigot ends.

requirements of ASTM C-150, Type II. Fine aggregate shall consist of well graded, natural sand having clean, hard, durable, uncoated grains, free from organic matter, soft or flaky fragments or other deleterious substances. The fine aggregate shall be thoroughly washed and shall be uniformly graded from coarse to fine with a minimum of 95% passing a number 4 sieve and a maximum of 7% passing a number 100 sieve. All mortar shall be fresh for the work at hand. Mortar that has begun to set shall be thrown away.

E. Cement: All cement used in concrete and mortar shall conform to ASTM Designation C-150, Type II.

F. Aggregate: Aggregate shall conform to Standard Specifications for Concrete Aggregates ASTM Designation C33.

3. Encasements: Concrete for encasements shall have a minimum cement content of 5 sacks per cubic yard and a maximum water content of 6 gallons per sack of cement and shall have a minimum compressive strength of 2500 psi in 28 days.

III. INSTALLATION:

1. Grade Stakes: The Developer's Engineer shall provide grade stakes for all sewer main installation. These stakes shall locate the main both horizontally and vertically. All manholes shall be staked for centers, line, and elevation.

Other methods of maintaining alignment, such as the use of laser beam equipment or surveying equipment are acceptable.

2. Pipe: Pipe shall be installed at the depths and location shown on the drawings and shall be a minimum of 6 feet from top of pipe to existing or proposed finish grade which ever is lower. No rocks larger than 2 inches in diameter will be permitted within 1 foot of the pipe. Sufficient handwork will be necessary around the bell so that the pipe will have a firm bearing from end to end. This will ensure that the weight of the pipe and backfill will be carried on the body of the pipe and not concentrated on the bell. All adjustments to line and grade must be made by scraping or filling under the body of the pipe. Wedging or blocking of the bell of the pipe will not be permitted. Bedding shall be as specified in the General Earthwork Section 200 of these specifications.

Sewer mains or service lines shall not be installed at less than six (6) foot below finished grade without the permission of the inspector. The type and

amount of insulation over the pipe shall be approved by the inspector.

The pipe shall be laid upgrade from structure to structure, with bell end upgrade. All main sewer pipe shall be pushed past the guide mark and to the shoulder of the bell (properly seated).

3. Manholes: Manholes shall be constructed at the locations and to the elevations indicated on the drawings. Manholes shall be so constructed so as to form a circle in a horizontal plane.

Bedding material shall be 1 1/2" washed rock for all manhole bases to a depth of one foot.

The internal diameter of 4 foot manhole barrels shall be maintained to a distance of not more than 4 feet below finished grade. From that point, the manhole barrel shall be tapered to the 24 inch internal diameter for 4 foot diameter manholes, as shown on the standard drawings for this section.

The internal diameter of 5 foot manhole barrels shall be maintained to a distance of not more than 5 feet below finished grade. From that point, the manhole barrel shall be tapered to the 24 inch internal diameter for 5 foot diameter manholes shown on the standard drawings for this section.

The internal diameter of 6 foot manhole barrels shall be maintained only a distance of 6 feet - 6 inches above the manhole base. Then reduce the barrel to an internal diameter of 5 feet to a distance not more than 5 feet below the finished grade. From that point, the manhole barrel shall be tapered to a 24 inch internal diameter. The manhole barrels shall be tight at all joints.

The cone section shall not extend closer than 8 inches and not more than 16 inches from the top of the manhole cover. Precast concrete adjustment rings shall be used on top of the cone to support and adjust the manhole frame to the required final grade.

The horizontal joints between precast manhole sections shall be sealed with preformed bitumastic material and plastered and troweled smooth, inside, with Portland Cement mortar. The mortar shall be not less than 5/8 of an inch in thickness over the joint and shall extend at least 4 inches either side of the joint. The joint between the manhole base and the lowest precast section shall be grouted, inside and outside.

Where the sewer main enters the manhole, necessary measures shall be taken to prevent any infiltration of groundwater into the system as shown on

the Standard Drawings of this section. Connections to precast manholes may be made with a continuous circular connector cast into the manhole wall. Connectors shall be acceptable to the inspector.

The horizontal joints between precast manhole sections shall be sealed with preformed bitumastic material and plastered and troweled smooth, inside, with Portland Cement mortar. The mortar shall be not less than 5/8 of an inch in thickness over the joint and shall extend at least 4 inches either side of the joint. The joint between the manhole base and the lowest precast section shall be grouted, inside and outside. For manholes in groundwater the exterior shall be water proofed in some fashion.

Where the sewer main enters the manhole, necessary measures shall be taken to prevent any infiltration of groundwater into the system as shown on the Standard Drawings of this section. Connections to precast manholes may be made with a continuous circular connector cast into the manhole wall. Connectors shall be acceptable to the inspector.

4. Precast Bases: The pipe shall not extend more than 1 inch inside the manhole wall.

Concrete inverts shall be placed in the bases conforming to the requirements of the cast-in-place manhole base requirements for changes in direction and size.

Prior to placing the precast base the subgrade shall be level and at the correct elevation for the connecting pipe. No wedging or blocking of the base will be allowed.

5. Connections to Existing Manholes: Sewer pipe connection to existing manholes where there is no existing pipe stubbed out shall be made in such a manner that the finished work will conform as nearly as practicable to the essential requirements specified for new manholes. The Contractor shall break out as small an opening in the existing manhole as necessary to insert the new sewer pipe. The existing concrete foundation bench shall be shaped to the cross-section of the new pipe in order to form a smooth continuous invert similar to what would be formed in a new concrete base. Cement grout shall be used as necessary to smoothly finish the new invert and to seal the new line so the junction is watertight.
6. Outside Drop Manholes: Whenever the elevation difference between the incoming sewer invert and the invert of the manhole is equal to or greater than 24 inches, an outside drop shall be indicated on the drawings and shall be constructed as shown.

The diameter of the drop shall not be less than the diameter of the sewer main. This specification for outside drops shall apply equally to any service line where it enters a manhole.

Construction of outside drops shall be in accordance with the Standard Drawings of this section.

7. Encasements: Prior to placing the concrete for cradles or encasements, temporary supports consisting of concrete blocks or bricks shall be used to support the pipe in place. Not more than 2 supports shall be used for each pipe length, one adjacent to the shoulder of the bell and the other near the spigot end.

No encasements shall be poured until the inspector has inspected and approved the pipe to be encased and its supports.

8. Relationships Between Water Lines and Sanitary Sewers: Lines shall mean all water or sewer lines including mains, laterals and service lines. When a water and sewer line are within 10 feet horizontally (centerline distance) of each other and the sewer line is above or less than 18 inches (clear distance) below the water line, the portion of the sewer line within that area shall:
 - A. Be constructed of approved waterline pipe and joints (Ductile Iron Cement mortar lined pipe conforming to AWWA C 151),
 - B. Be constructed of SDR 35 PVC sewer pipe with all joints and pipe within 10 feet of the water line encased in concrete that is a minimum of 6 inches thick centered on the crossing pipe or,
 - C. A designed protection system subject to the review and approval of the inspector.

In all cases, suitable backfill or other structural protection shall be provided to preclude the settling or failure of both pipes.

Crossings of sewer and water lines shall not be at an angle less than 45 degrees unless approved by the inspector.

See the Standard Drawings of this section.

9. Service Line Taps: Service taps into sewer mains shall use a factory flow wye referenced in Section II. If a saddle tap is used: Holes for the saddle tap connection shall be made by a mechanical hole cutter and shall be full diameter of the service line. Holes shall be de-burred and carefully beveled

to provide a smooth hole shaped to conform to the fitting.

See Section II. Materials of this section.

Service connections shall point to 10 o'clock or 2 o'clock and shall not be installed vertically to the main line and be in the top 1/4 of the main. Also the service line shall point either perpendicular to the direction of flow or in the direction of the main line flow.

Sewer mains or service lines shall not be installed at less than six (6) foot below finished grade without the written permission of the inspector. The type and amount of insulation over the pipe shall be approved by the inspector. All service lines shall have a tracer wire.

See the Standard Drawings of this section.

Any service line installation that crosses an irrigation ditch shall be isolated from the ditch so that flow from the ditch will not enter the sewer line trench and guarded from damage from ditch maintenance activities. The installation and materials shall be approved by the inspector.

Clean outs shall be installed at the property line and within 5' of building being served. If the distance from the building clean out to the county main line exceeds 100' then additional clean outs will need to be added so that the distance between any two clean outs is not greater than 100'. Minimum requirements include flow wye with flow direction toward Gunnison County's sewer main and a removable gasketed 4' sewer cap.

VI. SEWER PIPELINE TESTING:

1. Testing Pipelines: All pressure and leakage testing shall be performed by the Contractor under direct control of the Engineer or an approved independent laboratory.
2. Testing Sanitary Sewers: The testing of sanitary sewers for acceptability shall include the following tests:
 - A. Exfiltration of water or exfiltration of air under pressure - by Contractor.
 - B. Infiltration of water - by Utility Department Sewer Camera.
 - C. Deflection of thermoplastic pipe - by Contractor.
 - D. Lamping - by Contractor's Engineer.

3. Exfiltration Tests: An exfiltration or leakage test shall be performed on all newly constructed sanitary sewers. The Contractor will determine whether the test will be made with water or air pressure and shall furnish all labor, tools and equipment necessary to conduct the test.

The exfiltration test will not be considered valid without the presence of the Engineer or his representative throughout the test.

- A. Exfiltration of Water Test: The length of pipeline to be tested shall be limited so that the pressure on the lower end of the test section does not exceed 6 feet of water column. The test section shall be sealed off from the remaining pipeline with watertight plugs inserted in the pipes at the end manholes. The Contractor shall fill the pipe to the test level with potable water at least 24 hours prior to conducting the test. The test level shall be at least 18 inches above the top of the pipe opening in the upper manhole or 18 inches above the ground water table, whichever is higher.

Throughout the test period of at least 1 hour, the water level shall be maintained at the test level and all water added shall be accurately measured. If the exfiltration rate exceeds 0.15 gallon per inch of nominal pipe diameter per hour per 100 feet of pipe length, the leaks shall be located and repaired at the Contractor's expense, and the pipeline retested until the leakage is within the allowable limits.

- B. Air Leakage Test: If the Contractor chooses to test for exfiltration with air pressure, the testing shall be in accordance with ASTM C 828. The ends of the test section shall be sealed at the manholes with pneumatic plugs. One of the plugs provided shall have 2 taps. 1 tap will be used for introducing air into the pipeline through suitable valves and fittings so that the input air may be regulated. The second tap shall be fitted with valves and fittings to accept a pressure gauge to monitor the internal pressure of the sewer pipe.

The pressure gauge shall meet the following minimum specifications:

Size. 4 1/2 inch diameter
Pressure range. 0 - 15 psi
Figure intervals 1 psi increments
Smallest Intervals. 0.05 psi
Pressure tube. Bourdon tube or diaphragm

Procedure: Connect the pressure gauge and air control equipment to the proper fittings and slowly apply air pressure. Pressurize the pipe line to 4.0 psig and throttle the air supply to maintain between 4.0

and 3.5 psig for at least 2 minutes in order to allow equilibrium between air temperature and pipe walls. During this time check all plugs for leakage. If plugs are found to leak, bleed off air, tighten plugs and repressurize the pipeline. After the temperature has stabilized, allow the pressure to decrease to 3.5 psig. At 3.5 psig begin timing to determine the time required for pressure to drop to 2.5 psig. The time, in seconds, for the air pressure to decrease from 3.5 psig to 2.5 psig should be greater than the minimum test time shown in the following table.

MINIMUM TEST TIME FOR VARIOUS PIPE SIZES

Nominal Pipe Size, in.	T (time) Min/100 ft.	Nominal Pipe Size, in.	T (time) Min/100 ft.
4	0.3	21	3.0
6	0.7	24	3.6
8	1.2	27	4.2
10	1.5	30	4.8
12	1.8	33	5.4
15	2.1	36	6.0
18	2.4	39	6.6
		42	7.3

If the air test fails to meet the above requirements, the leaks shall be located and repaired at the Contractor's expense and the pipeline retested until the leakage is within the allowable limits.

In areas where the ground water level is above the pipe, the hydrostatic pressure of the ground water above the pipeline shall be determined and added to all test pressures.

4. **Infiltration of Water:** If the sewer line is in an area where the water table is a minimum of 18" above the pipeline's highest point, the contractor may conduct an infiltration test. The infiltration of ground water will be measured with special made weirs which will be inserted in the pipeline at manholes where flow is present. The infiltration rate shall not exceed .15 gallons per inch pipe diameter per day per 100 foot of sewer line. If the infiltration exceeds this flow rate, the leaks shall be located and repaired at the Contractor's expense.

Infiltration tests shall be completed prior to placing new sewer lines in service.

5. Deflection Testing for Plastic Pipe:

All PVC sewer lines will be tested for excess deflection by the Contractor. The maximum allowable deflection of flexible pipe shall not exceed seven and one-half percent (7 1/2%) of the base inside diameter as established in ASTM D 3034. The following values from ASTM D 3034 shall apply:

Nominal Pipe Size, In.	Base Inside Diameter In.	Mandrel Diameter In.
6	5.4	5.31
8	7.665	7.09
10	9.563	8.84
12	11.361	10.51
15	13.898	12.86

The deflection test will be performed by pulling a mandrel up-grade through the pipe from manhole to manhole. Where deflection is found to be in excess of allowable testing limits, the Contractor shall excavate to the point of excess deflection and remove the deflection by recompacting around the pipe or other approved method. After backfilling, the line shall then be retested for deflection. If the line has failed to return to its original size (inside diameter) the deflected pipe shall be replaced by the Contractor at his expense.

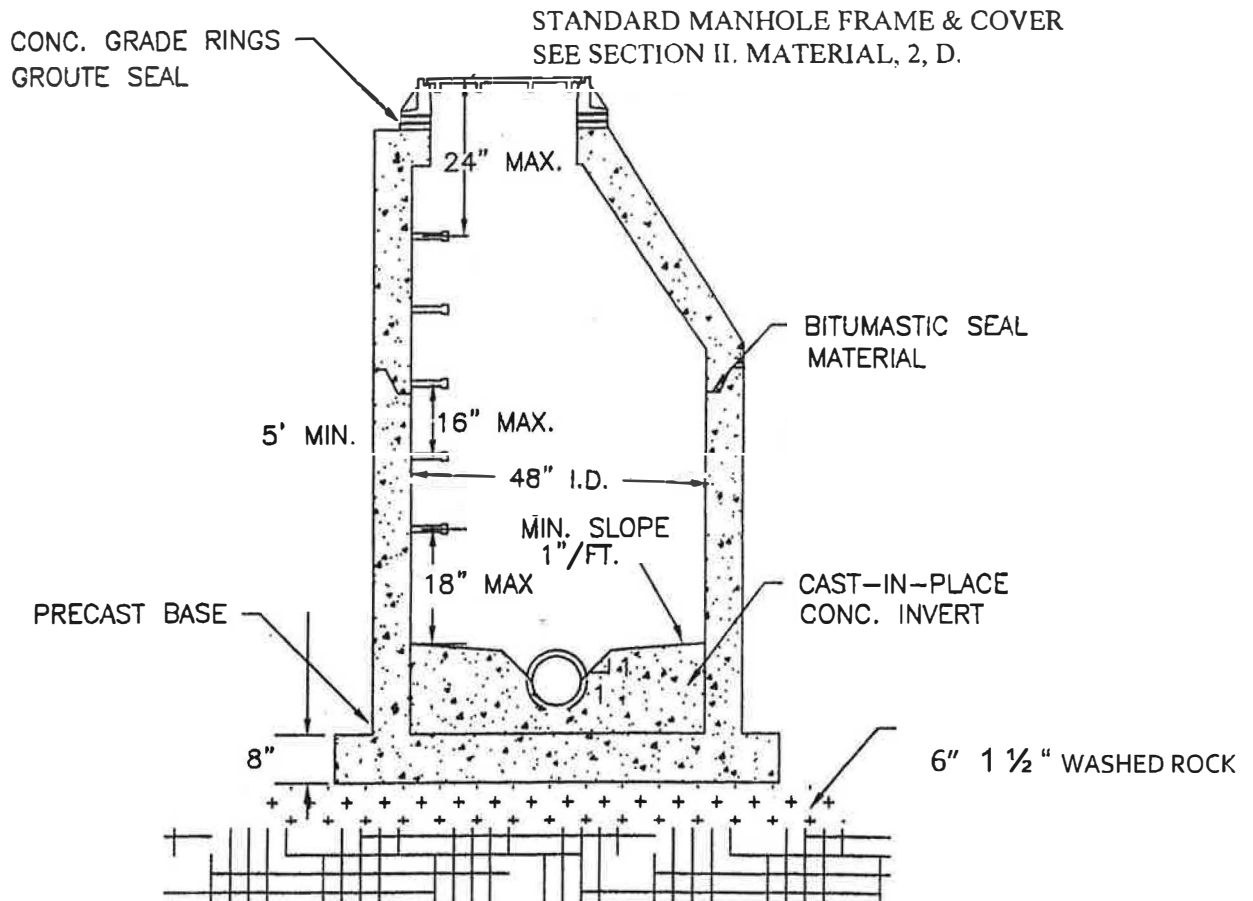
5. Lamping Test:

Lamping will be performed on all sanitary sewer pipes by an Engineer. In order to pass the lamping test, 3/4 of the pipe circle shall be observed both vertically and horizontally between manholes.

6. Sewer Camera Video Work:

Additions of main sewer lines to the current Gunnison County Collection System will require final sewer camera video before being accepted by Gunnison County. Any major defects will be subject to repair before being accepted by Gunnison County.

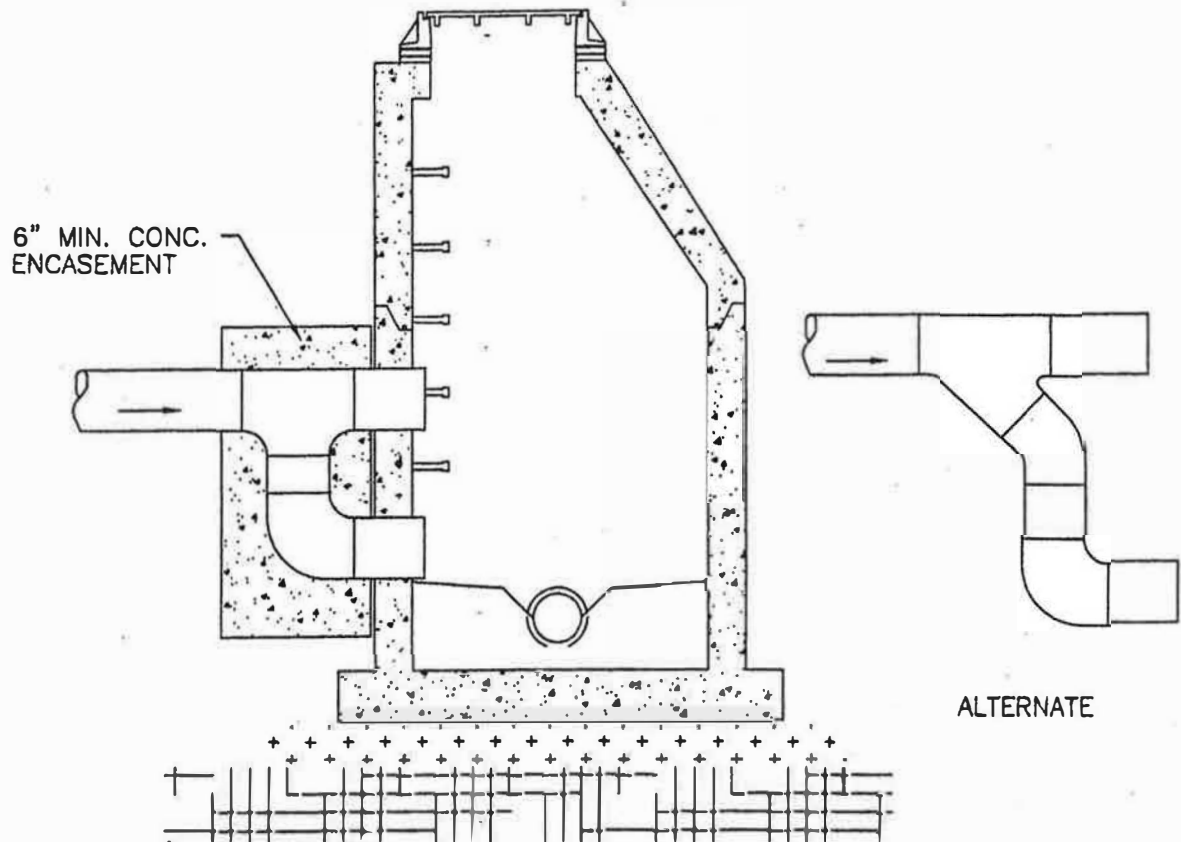
STANDARD MANHOLE DRAWING



MANHOLE NOTES

1. MANHOLE RISER BARREL PIPE, CONES, FLAT TOPS AND GRADE RINGS SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 OR AASHTO M-199.
2. ALL CEMENT USED IN MORTAR, CONCRETE BASES, GRADE RINGS, BARREL SECTIONS, CONES, AND FLAT TOPS FOR SANITARY SEWERS SHALL BE TYPE IV OR MODIFIED TYPE II PORTLAND CEMENT WITH LESS THAN 5% TRICALCIUM ALUMINATE.
3. FOR PIPE SIZES GREATER THAN 24" DIAMETER 60" DIAMETER MANHOLE REQUIRED.
4. FOR CAST-IN-PLACE BASES INVERT AND BASE SHALL BE POURED MONOLITHIC. THE TOTAL THICKNESS AS MEASURED FROM THE PIPE INVERT SHALL BE 8" MIN.
5. A BITUMASTIC SEAL AND GROUT ARE REQUIRED BETWEEN CAST-IN-PLACE BASES AND PRECAST BARREL SECTIONS.
6. MANHOLES LESS THE 5' DEEP SHALL HAVE FLAT TOPS.

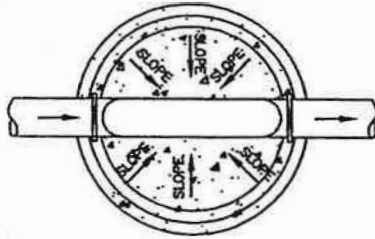
STANDARD DROP MANHOLE DRAWING



NOTES:

1. REFER TO STANDARD MANHOLE DRAWING FOR DIMENSIONS NOT SHOWN.
2. INCOMING SEWER SHALL NOT BE LOCATED WITHIN 1' OF THE MANHOLE STEPS.
3. DROP MANHOLES ARE REQUIRED WHEN THE SEWER ENTERS THE M.H. 2'-0" OR MORE ABOVE THE LOWEST INVERT OF THE MAN HOLE.

STANDARD MANHOLE INVERT DRAWING



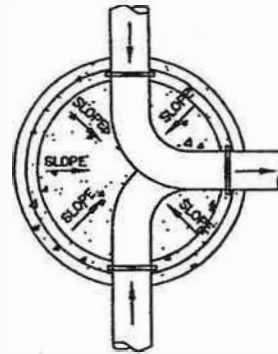
CONTINUOUS PIPE

CAST-IN-PLACE BASE

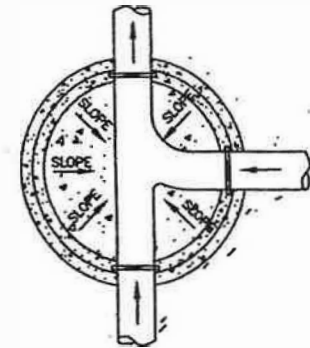
1. WHERE NO CHANGE IN ALIGNMENT IS REQUIRED LAY PIPE THROUGH BASE.
2. AFTER POURING BASE REMOVE 3' +/- OF CROWN OF PIPE.

PRECAST BASE

1. EXTEND PIPE 1" +/- PAST FACE OF MANHOLE WALL.

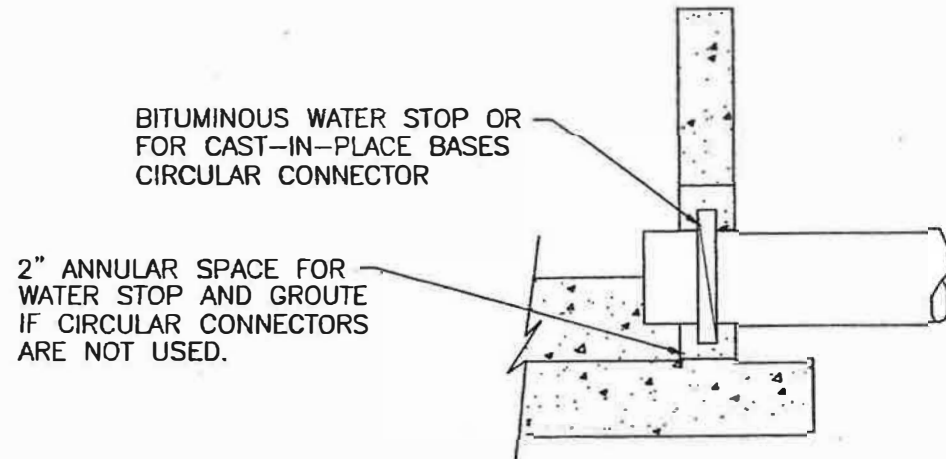


"Y" OR 90° JUNCTION

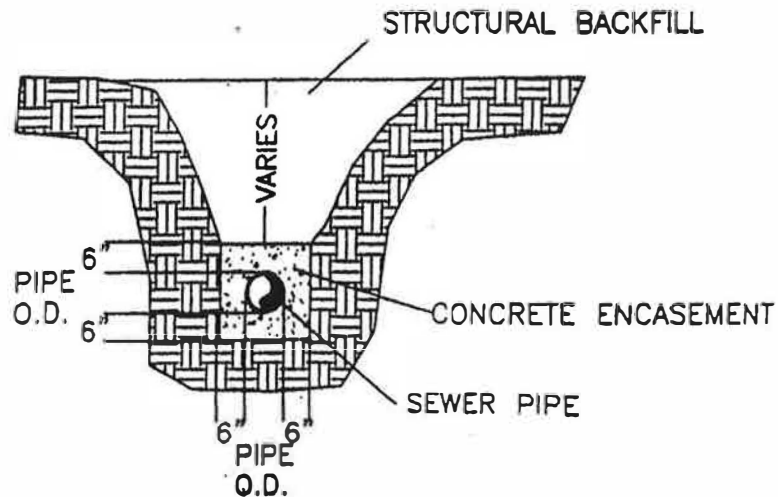


"T" JUNCTION

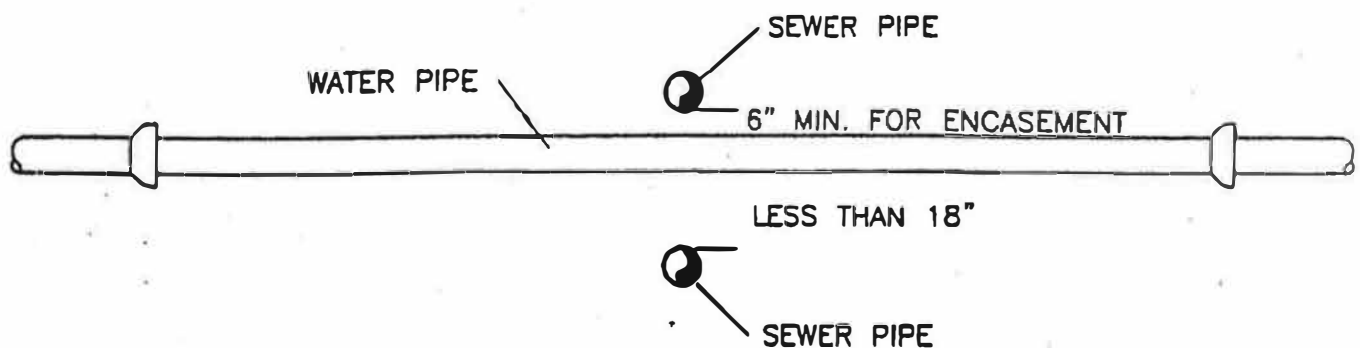
PIPE ENTRANCE



SANITARY SEWER – WATER PIPE CROSSING



CONCRETE ENCASEMENT

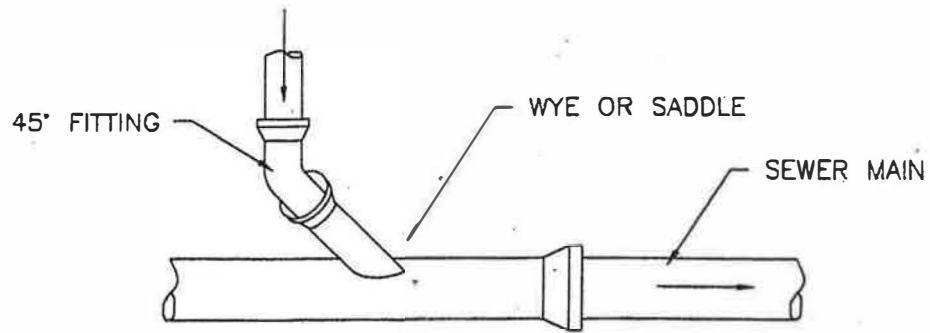


PIPE CROSSING

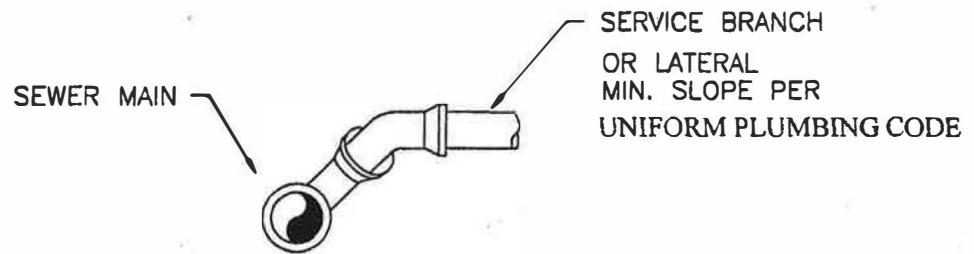
NOTE:

IF THE SEWER PIPE IS ABOVE THE WATER PIPE
OR IF THE SEWER PIPE IS LESS THAN 18" BELOW THE WATER PIPE
THE SEWER PIPE MUST BE CONCRETE ENCASED TO PROTECT THE WATER PIPE.
SEE SPECIFICATION SECTION 500 OR 600 FOR PROTECTION REQUIRED.
PROTECTION MUST EXTEND A MINIMUM OF 10' EACH WAY FROM THE CROSSING.

SERVICE CONNECTIONS

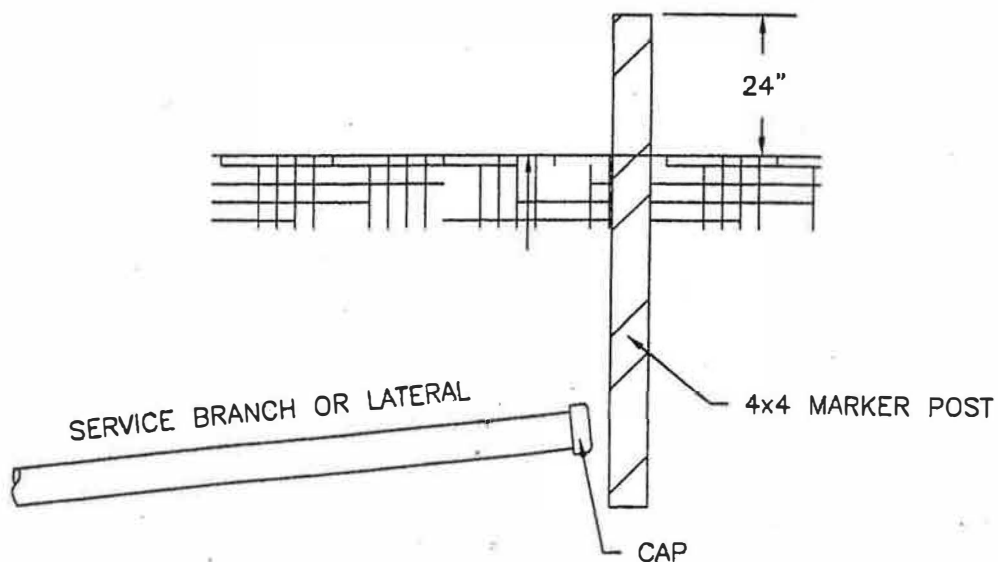


"Y" TYPE PLAN



"T" TYPE ELEVATION

SEWER SERVICE MARKER



DRAWING 300-5

GUNNISON COUNTY
WATER MAIN SPECIFICATIONS
SECTION 400

I. SCOPE:

The purpose of the Water Main Specification is to set forth the criteria to be used in the construction of water mains for approval and acceptance by Gunnison County.

All water mains shall be a minimum of 6 inches in diameter.

All excavation, embankment and backfill shall conform to the General Earthwork Specifications and as shown on the Standard Drawing of this section.

II. MATERIALS:

1. Pipe: Ductile iron pipe for water mains shall conform to the AWWA C-151, thickness class 52. Ductile iron pipe shall be cement lined per AWWA C-104.
2. Joints: Ductile iron pipe joints shall be mechanical, push on or restrained push-on joints conforming to AWWA C-111.

Gaskets shall be of neoprene or other synthetic rubber material.

Restrained push-on joints:

American "Lok-Fast" or "Lok-Ring",
CLOW "Super-Lock"
US Pipe "Lok-Tyton" or "Lok-Tyte"
Griffin "Snap-Lock".

Restrained Glands:

EBBA Iron model No. 1100 series

3. Fittings: Fittings shall be ductile-iron conforming to AWWA C153, pressure Class 350, mechanical joint conforming to AWWA C-111 with appropriate gaskets for the connected pipe.
4. Bonding Straps: Bonding straps shall be de-oxidized copper conforming to ASTM-B 152-58 D.H.P., a minimum of 1 1/4 inch wide by 1/8 inch thick and of sufficient length to attach to each pipe.

Bonding may be accomplished using Cad Weld method for ductile pipe with a minimum wire requirement of #4 BSD Copper.

5. Valves & Valve Boxes:

- A. Gate Valves: Gate Valves shall be in accordance with AWWA Standard C509, equal to the class of pipe being used, with mechanical joint ends. All valves shall be equipped with a nonrising stem and standard 2 inch square wrench nut. Stems will provide "O" ring dirt seal and pressure seal packings. All zinc bolts shall be replaced with stainless steel bolts.
- B. Butterfly Valves: Butterfly valves shall be Engineer approved and shall conform to AWWA Standard C504.
- C. All valves shall open counter-clockwise (Open Left).
- D. Valve Boxes: Valve boxes will be provided for each valve, such boxes to be buffalo-type, 2 or 3 piece with extension as required. Shafts will be not less than 6 inches in diameter and will be capped with a standard flush-type lid weighing not less than 10 pounds and marked "Water".

6. Fire Hydrants: Fire Hydrants shall be in accordance with AWWA Specification C-502 and shall be Waterous 51/4" Pacer Fire Hydrant or equivalent. All hydrants shall be installed with adjustable grade device.

7. Encasements & Thrust Blocks: Concrete for encasements or thrust blocks minimum compressive strength of 2500 psi in twenty-eight (28) days.

8. Appurtenances:

- A. Pipe: Three (3) inch and larger shall conform to paragraph 1 of this Specification. Pipe 2 inch or smaller shall be Type K copper or HDPE (High Density Polyethylene). All service lines shall not be less than one inch.
- B. Joints: Three (3) inch and larger shall conform to paragraph 2 of this Specification. Joints 2 inch and smaller shall be compression.
- C. Fittings: Three (3) inch and larger shall conform to paragraph 3 of

this Specification. Fittings 2 inch and smaller shall be compression.

- D. All service lines shall be HDPE (high density polyethylene) with a minimum of 1" line size or copper with a minimum of 1" line size. The service line shall be bedded in 3/4" washed rock from the corporation stop and or curb valve to the foundation. All lines shall include a tracer wire.

9. Corporation Stops:

1 inch - Materials to be approved by Gunnison County.

Larger than one inch - Materials to be approved by Gunnison County.

- 10. Curb Valves & Stops: Material to be approved by Gunnison County.
- 11. Curb Boxes: Materials to be approved by Gunnison County.
- 12. Service Saddles: Mueller Ductile Iron, Service Saddles H105 Series double strap.

III. INSTALLATION:

- 1. Pipe: Pipe shall be installed a minimum of 6 foot from top of pipe to existing or proposed grade which ever is lower.

General: All pipe and fittings shall be carefully lowered into the trench by means of a hoist, ropes or other suitable tools or equipment in such a manner as to prevent damage to the water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. All pipe and fittings shall be carefully examined for cracks or other defects immediately before installation in final position. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. During laying operations, no debris, tools, clothing or other material shall be placed in the pipe. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced on and brought to correct line and grade. Precautions shall be taken to prevent dirt from entering the joint space.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the inspector. If

water is in the trench, the plug shall remain in place until the trench is pumped completely dry.

Where pipe is laid on a grade of 10% or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade. The cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe and so as to leave a smooth end at right angles to the axis of the pipe. No pipe shall be laid when in the opinion of the inspector trench conditions are unsuitable.

2. Bonding Strap: A bonding strap shall be installed across each joint in the water line to provide metal to metal continuity. Bonding straps shall be attached at each end by means of magnesium weld or other approved method.
3. Valves: Valves shall be set and joined to pipe in the manner specified for cleaning, laying and joining pipe. Valves shall be installed where shown on the drawings. In instances where the valve is to be installed adjacent to the Tee or Cross Fitting, there shall be at least an 18 inch section of pipe but never more than a 36 inch section of pipe between the valve and the fitting. Valves shall have the interior cleaned of all foreign matter before installation. Valves shall be inspected in the open and closed positions to insure that all parts are in working condition.
4. Valve Boxes: Valve boxes shall be provided for all valves. Valves 10 inches and larger shall be provided with a bonnet. Valve boxes will be centered and plumb over the wrench nut of the valve with the box cover flush with the level of the finished grade or such level as may be directed by the Engineer. Upon completion of backfill around the valve box, a 4 x 4 inch timber shall be placed vertically next to each valve box, exposed portion of which shall be above finished grade of the subgrade.
5. Fire Hydrants: Fire Hydrants will be mounted at the grade elevation and location designated by the Utility Department. An appropriately sized Class 150 auxiliary valve with mechanical joint ends shall be required with each hydrant and installed at the location designated by the designing Engineer.

Hydrant drainage in pervious soil shall be provided at the base of the hydrant by placing coarse gravel or crushed stone from the bottom of the trench to at least 6 inches above the water opening (weep holes) in the hydrant and to a distance of 1 foot around the elbow.

Hydrant drainage in clay or other impervious soil shall be provided by a drainage pit 2 feet in diameter and 3 feet deep excavated below the hydrant and filled compactly with coarse gravel or crushed stone under and around the elbow of the hydrant and to a level of 6 inches above the water opening (weep holes).

6. Thrust Restraints: All plugs, tees, valves, bends and hydrants or a change in direction of 10 degrees or more shall be provided with Thrust Restraints.
 - A. Thrust Blocks: Concrete Thrust Blocks shall be placed between the solid ground of the trench wall and the fitting. The backing shall be so placed that the pipe and fitting joints will be accessible for repair. Plastic "cloth" shall be placed between the fitting and concrete. Unless a design is provided by a Registered Professional Engineer Thrust Blocks shall be as shown in Standard Drawings of this section.
 - B. Restrained Joint Pipe: Unless a design is provided by a Registered Professional Engineer pipe shall be Restrained each direction from a plug, tee, bend, hydrant or change of 10 degrees or more as shown in Standard Drawings of this section.
7. Encasements: Prior to placing the concrete for cradles or encasements, temporary supports consisting of concrete blocks or bricks shall be used to support the pipe in place. Not more than 2 supports shall be used for each pipe length, one adjacent to the shoulder of the bell and the other near the spigot end.

No encasements shall be poured until an inspector has inspected and approved the pipe to be encased and its supports.
8. Water Taps and Services: Water taps and services shall be a minimum of 6 feet from top of pipe to existing or proposed finish grade which ever is lower.

A bonding strap shall be installed on all pipe 3 inches and larger.

Service lines and taps on the water main may be installed to the property line at the time of main construction.

1 inch service taps shall be direct taps.

For one inch service taps follow Muller's recommendation for minimum size water main for direct tapping.

No two inch taps allowed, must use three inch DIP, or larger.

Three inch and larger services shall use ductile iron pipe and fittings.

Each one inch and service line shall be machine tapped and connected to the water main through a brass corporation stop. The main shall be tapped at the spring line of the pipe, and the stop must be turned so that the T-handle will be on top.

9. Relationships Between Water Lines and Sanitary Sewers:

Lines shall mean all water or sewer lines including mains, laterals and service lines.

When a water and sewer line are within 10 feet horizontally (centerline distance) of each other and the sewer line is above or less than 18 inches (clear distance) below the water line, the portion of the sewer line within that area shall:

- A. Be constructed of approved waterline pipe and joints (Ductile Iron Cement mortar lined pipe conforming to AWWA C-151.
- B. Be constructed of SDR 35 PVC sewer pipe with all joints and pipe within 10 feet of the water line encased in concrete that is a minimum of 6 inches thick centered on the crossing pipe or,
- C. A designed protection system subject to the review and approval of the Gunnison County's Utility Department.

In all cases, suitable backfill or other structural protection shall be provided to preclude the settling or failure of both pipes.

Crossings of sewer and water lines shall not be at an angle less than 45 degrees unless approved by the inspector.

See the Standard Drawings of this section.

IV TESTING:

1. Testing Pressure Pipelines: Water mains shall be tested for pressure and leakage in accordance with these Specifications and AWWA Standard C-600.

The Contractor shall furnish all labor, equipment, tools, water and other incidental items required to conduct the tests. Test results will not be considered valid without the presence of an inspector throughout the test.

No pressure testing shall be performed until all thrust blocks have been placed and cured for at least 7 days, and the pipeline backfilled adequately to prevent any movement or lifting of the pipe. Pavement or other permanent surfaces shall not be placed until all pressure and leakage tests are satisfactorily completed.

2. Test Pressure: The test pressure for all pipes shall be double the maximum operating pressure as determined by the inspector at the lowest elevation of the test section, but shall be a minimum of 150 psi at any elevation in the test section.
3. Filling: The pipeline shall be filled with potable water at least 24 hours before being subjected to the hydrostatic pressure test. Each section of pipeline shall be filled slowly and all air expelled by means of taps at points of highest elevation.
4. Leakage:

The specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the inspector. No pipe installation will be accepted if the leakage for the section of line being tested is more than the rate calculated using the following formula:

$$L = \frac{ND \sqrt{P}}{7400}$$

Where: L = Allowable leakage in gallons per hour
 N = Number of joints in length pipeline tested
 D = Nominal diameter of pipe in inches
 P = Average test pressure in psi gauge

Leakage is defined as the quantity of water to be supplied to the section of

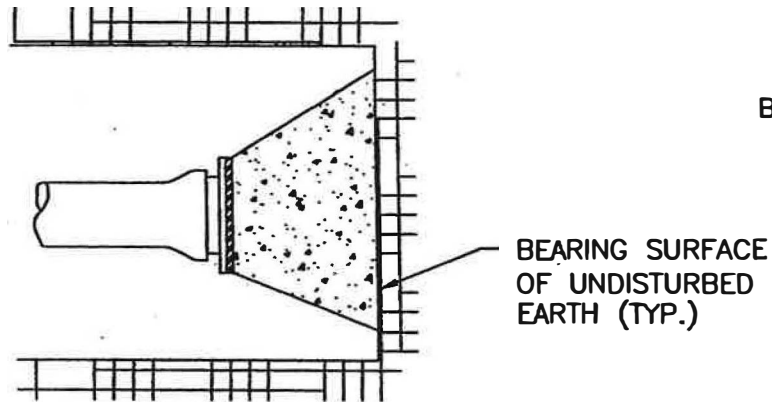
pipeline being tested, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

5. Disinfection of Waterlines: After completion of pressure testing and prior to being placed into service, all new water mains and repaired portions or extensions of existing mains shall be chlorinated by the Contractor in accordance with AWWA Standard C-601.
 - A. Preliminary Flushing: Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have entered the pipe. If a hydrant was not installed at the end of the main, then a 2 1/2 inch tap shall be installed in order to flush the line.
 - B. Form of Applied Chlorine: Chlorine shall be applied by one of the methods described in AWWA C-601, subject to approval by the Engineer. If AWWA C-601 section 5 is utilized - Tablet Method - then flushing will take place after chlorination.
 - C. Point of Application: The prepared point of application of the chlorinating agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of application may be used when approved or directed by the inspector.
 - D. Preventing Reverse Flow: Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.
 - E. Retention Period: Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/1.
 - F. Chlorinating Valves and Hydrants: In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.
6. Final Flushing and Testing: Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the

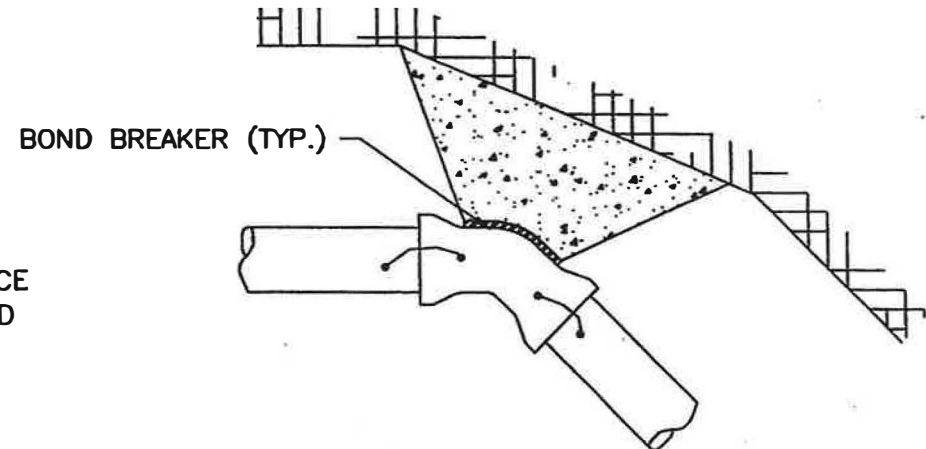
replacement water throughout its length shows upon test a chlorine residual of less than one (1) mg/1.

7. **Bacteriologic Tests:** After final flushing, and before the water main is placed in service, bacteriologic tests shall be performed in accordance with AWWA C-601.

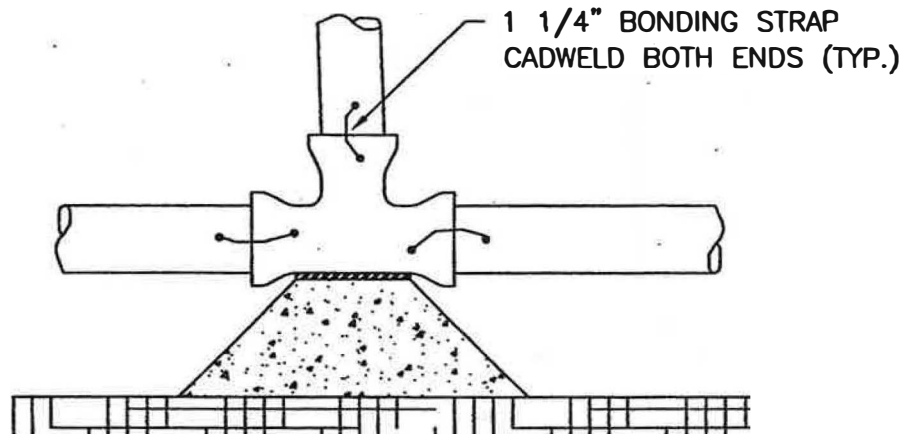
THRUST BLOCK DRAWING



DEAD END



11-1/4°, 22-1/2°, 45° OR 90° BENDS

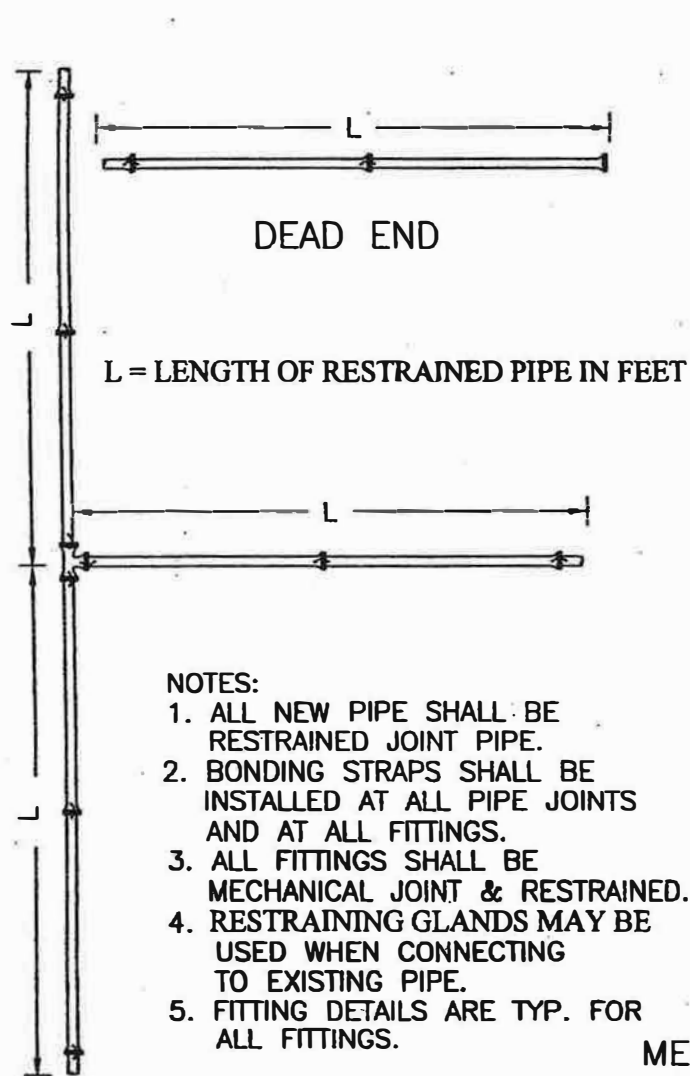


TEE & CROSS W/ DEAD END

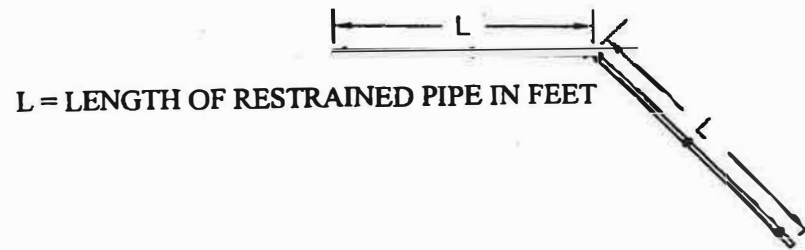
NOTES:

1. ALL FITTINGS REQUIRING THRUST BLOCKS SHALL BE WRAPPED IN POLYETHYLENE BOND BREAKER MATERIAL.
2. CONCRETE SHALL NOT BEAR ON BOLTS OF MECHANICAL JOINT FITTINGS.
3. PIPE AND FITTINGS MAY BE EITHER MECHANICAL JOINT OR PUSH ON JOINT.

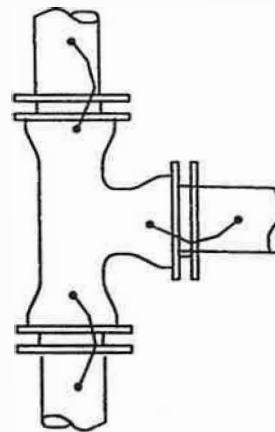
RESTRAINED PIPE DRAWING



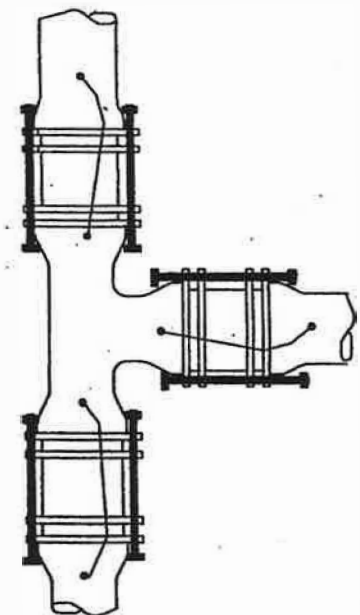
TEE & CROSS W/ DEAD END



11-1/4°, 22-1/2°, 45° OR 90° BENDS



MECHANICAL JOINT FITTING W/
RESTRAINING GLAND



MECHANICAL JOINT FITTING W/
TIE ROD RESTRAINT

TABLE FOR THRUST BLOCKING

BEARING AREAS (IN SQ. FT.)					
SIZE (IN.)	BENDS				TEES, DEAD ENDS, AND CROSS W DEAD END BRANCHES
	90°	45°	22-1/2°	11-1/4°	
3	1.0	0.6	0.3	—	0.7
4	1.8	1.0	0.5	—	1.3
6	4.0	2.2	1.1	0.5	2.8
8	7.1	3.8	2.0	1.0	5.0
10	11.1	6.0	3.0	1.5	7.8
12	16.0	8.6	4.4	2.2	11.3

AREAS GIVEN IN TABLE ARE BASED UPON INTERNAL STATIC PRESSURE OF 100 PSI AND A SOIL BEARING CAPACITY OF 1000 LBS/S.F.

LENGTHS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F"

$$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS.}}{\text{ACTUAL TESTED SOIL CAPACITY IN THOUSANDS OF LBS.}}$$

TABLE FOR RESTRAINED PIPE

RESTRAINED LENGHT (IN FT.)					
SIZE (IN.)	BENDS				TEES, DEAD ENDS, AND CROSS W DEAD END BRANCHES
	90°	45°	22-1/2°	11-1/4°	
3	7	3	2	1	12
4	10	4	2	1	18
6	16	6	3	2	27
8	21	9	4	2	38
10	26	11	5	3	48
12	31	13	6	3	58

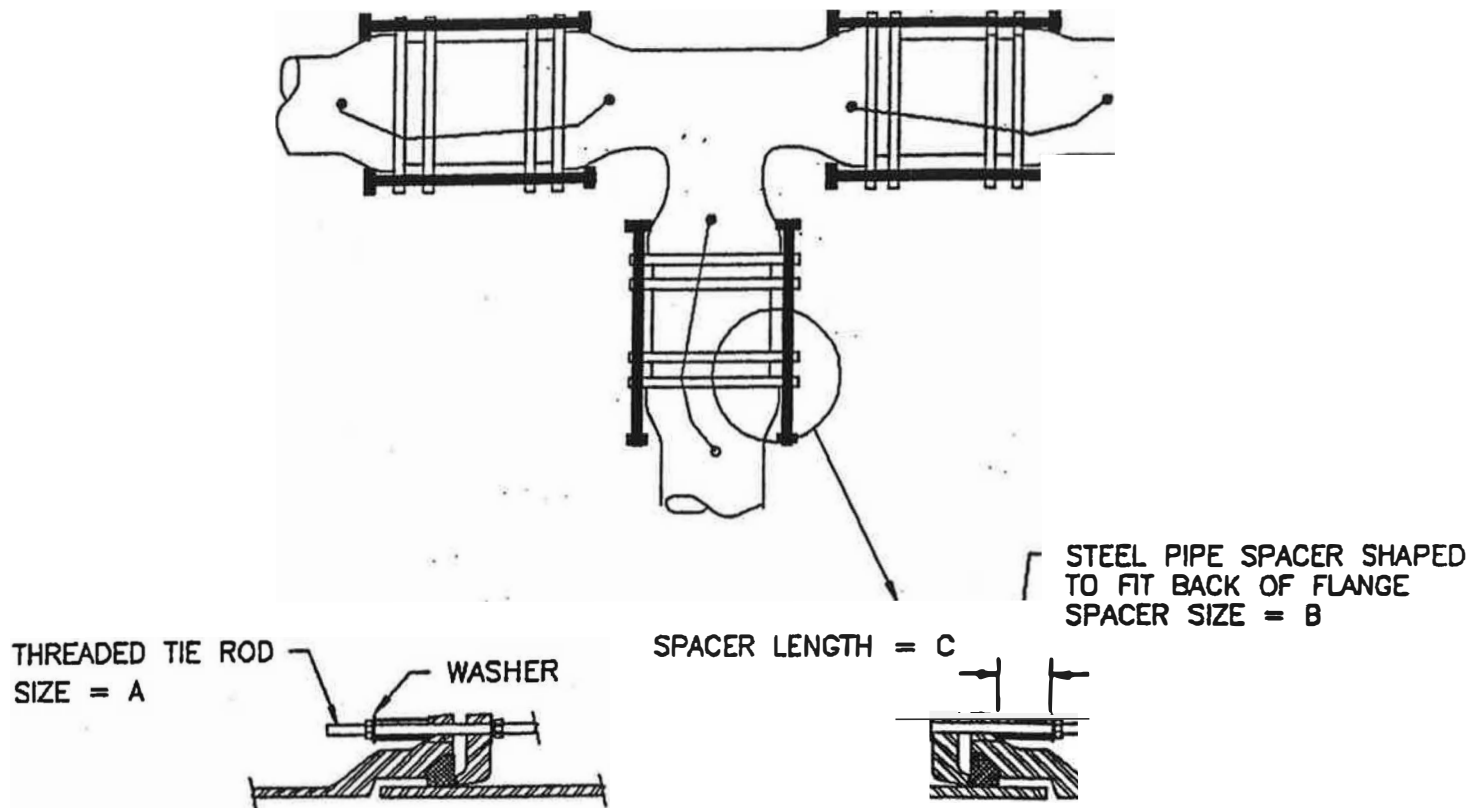
LENGTHS GIVEN IN TABLE ARE BASED UPON INTERNAL STATIC PRESSURE OF 100 PSI THE PIPE FULLY BEDDED AND THE TRENCH NOT BACKFILLED.

LENGTHS FOR ANY PRESSURE MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F"

$$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE IN PSI}}{100 \text{ PSI}}$$

DRAWING 400-3

TABLE FOR TIE ROD RESTRAINT



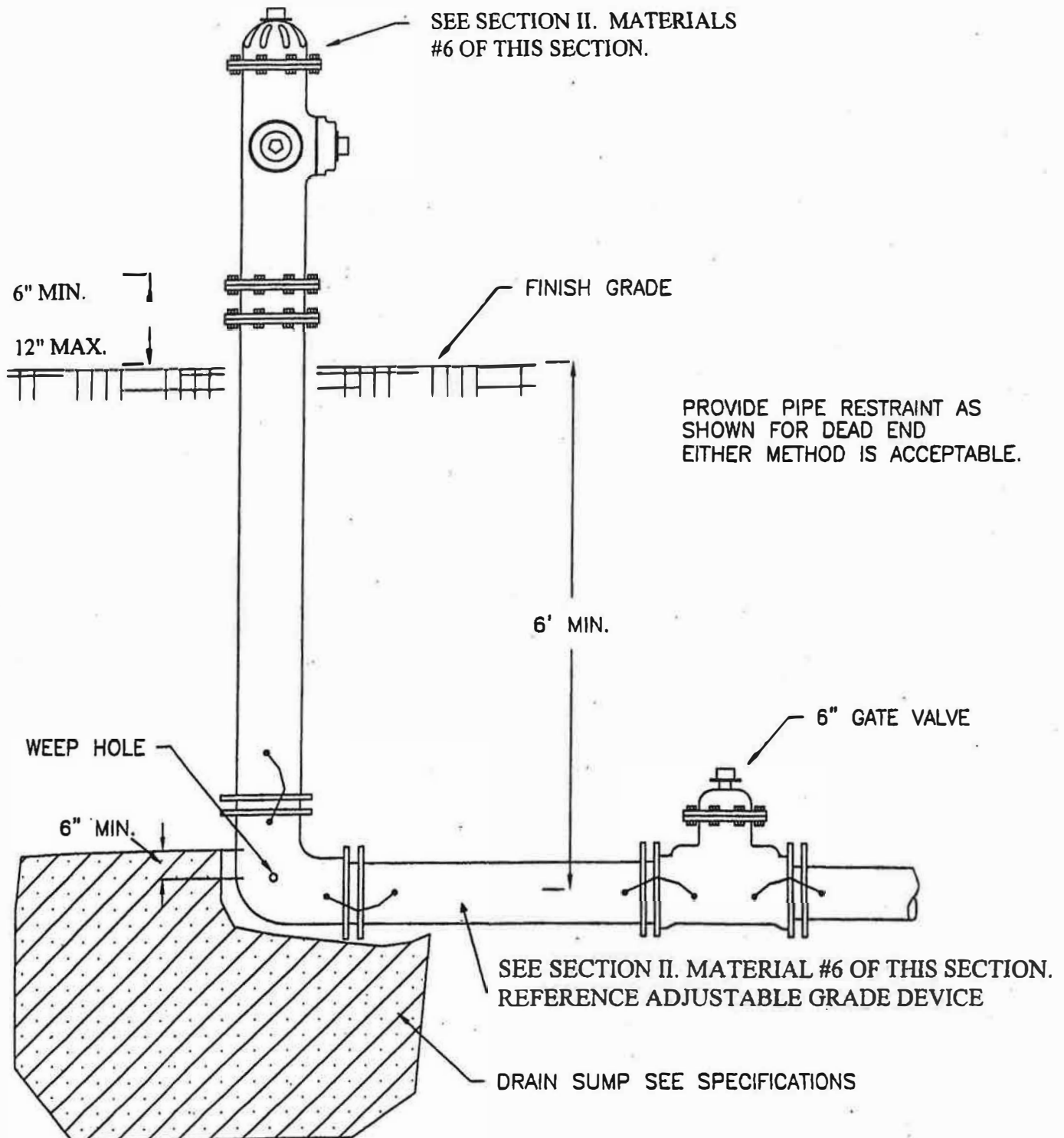
TIE ROD RESTRAINT

PIPE SIZE (IN.)	A TIE RODS DIA.	B SPACER NOM. SIZE	C SPACER LENGHT	NO. OF RODS REQ.
3	5/8"	3/4"	2.5"	2
4	5/8"	3/4"	2.5"	2
6	5/8"	3/4"	2.5"	2
8	5/8"	3/4"	2.5"	2
10	5/8"	3/4"	2.5"	4
12	5/8"	3/4'	2.5'	6

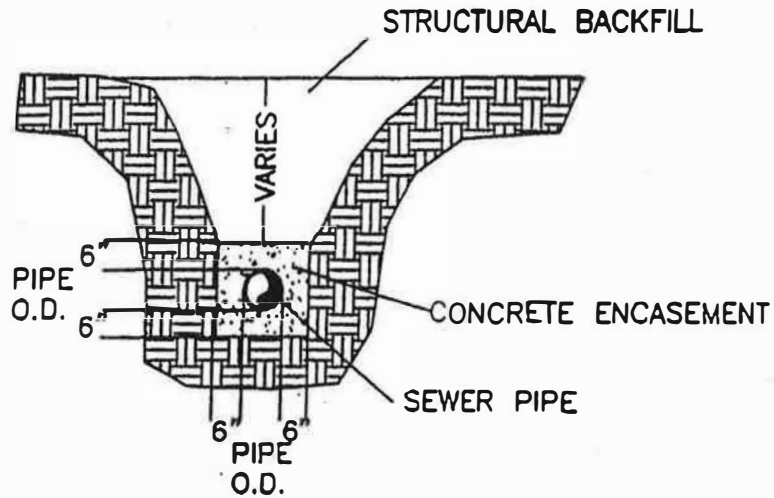
NOTES:

1. ALL TIE RODS, WASHERS AND SPACERS SHALL BE COATED WITH COAL TAR PAINT.
2. TABLE IS BASED ON 150 PSI TEST PRESSURE.
3. OTHER METHODS OF CONNECTING TIE RODS SHALL BE ACCEPTABLE TO THE ENGINEER.

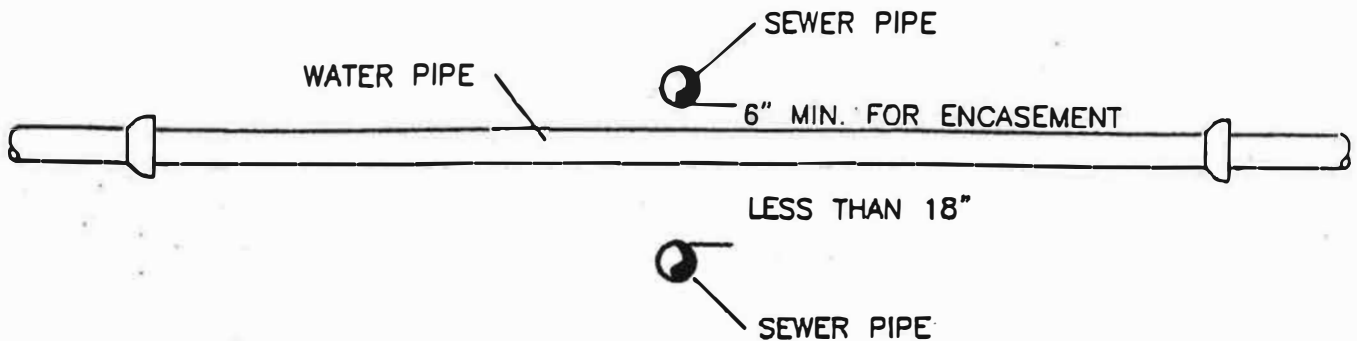
STANDARD FIRE HYDRANT DRAWING



SANITARY SEWER — WATER PIPE CROSSING



CONCRETE ENCASEMENT



LESS THAN 18"

PIPE CROSSING

NOTE:
 IF THE SEWER PIPE IS ABOVE THE WATER PIPE
 OR IF THE SEWER PIPE IS LESS THAN 18" BELOW THE WATER PIPE
 THE SEWER PIPE MUST BE CONCRETE ENCASED TO PROTECT THE WATER PIPE.
 SEE SPECIFICATION SECTION 500 OR 600 FOR PROTECTION REQUIRED.
 PROTECTION MUST EXTEND A MINIMUM OF 10' EACH WAY FROM THE CROSSING.

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

RESOLUTION NO. 2023-_____

**A RESOLUTION ADOPTING SEWER RULES AND REGULATIONS AND
CONSTRUCTION STANDARDS OF THE GUNNISON COUNTY WATER AND SEWER
DISTRICT**

WHEREAS, on March 21, 1977, by Resolution number 1977-9, the Board of Commissioners of Gunnison County ("Board") established the Gunnison County Sewer District ("District"), and naming the Board as the governing body of the District; and

WHEREAS, on June 4, 1991, by Resolution number 1991-20, the Board renamed the District the Gunnison County Water and Sewer District; and

WHEREAS, in order to promote the health, safety and welfare of the public, the Board finds it necessary to establish rules, regulations and standards for sewer systems as allowed under section 30-11-101 C.R.S.; and

WHEREAS, C.R.S. sections 30-20-401, et seq. grant the Board authority to enact rules for rates, connection, funding and delinquent accounts for sewer systems; and

WHEREAS, on August 22, 2023, the Board conducted a work session with the Department of Public Works to discuss and review the proposed Sewer Rules and Regulations and Construction Standards for the Gunnison County Water and Sewer District; and

WHEREAS, since that work session, the Gunnison County conducted outreach efforts seeking public input and providing opportunity for comments on the draft District Sewer Rules and Regulations and Construction Standards; and

WHEREAS, the Board seeks uniform County Sewer Rules and Regulations and Construction Standards to create consistency and predictability for new and existing sewer connections; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the Board adopts the following Rules and Regulations and Construction Standards for the Gunnison County Water and Sewer District:

1. Gunnison County Water and Sewer District Sewer Rules and Regulations, effective the date of adoption of this Resolution and attached hereto as "Exhibit A"; and
2. Construction Standards for the Gunnison County Water and Sewer District, effective the date of adoption of this Resolution and attached hereto as "Exhibit B."

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST [seal]:

Deputy County Clerk