

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, November 19, 2024

Page 1 of 3

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

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

8:30 am

- Call to Order
- Abstract of Assessment Affidavit; Assessor's Office; 2024
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
 1. November 5, 2024 Regular Meeting
- Scheduling
 1. 2025 Draft BOCC Meeting Schedule
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Facilities; 11/5/2024 to 12/31/2024; \$11,795
 2. Contract Amendment #2; Contract No 24 IBEH 182014; Health and Human Services; 8/29/2023 to 6/30/2025; \$13,626
 3. Acknowledgment of County Manager's Approval; Funding Award; Cancer Prevention and Early Detection Community Outreach Budget for Fiscal Year 2024-2025; Health and Human Services; 1/1/2025 to 6/29/2025; \$22,000
 4. Memorandum of Understanding; Prowers County; Health and Human Services; 1/1/2025 to 12/31/2025; \$300
 5. Amendment #1; Agreement of Services; SITA Information Networking Computing USA Inc.; IT; 1/1/2025 to 12/31/2026; \$98,064
 6. Agreement for Cooperative Wildfire Protection; Department of Public Safety; Sheriff's Office; 5 years

8:40 am

- County Manager's Reports
 1. Department of Local Affairs (DOLA) Energy/ Mineral Impact Assistance Fund (EIAF) Tier 1 Grant Application

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R003030; Parcel No. 3255-031-25-011; Lots 23 & 24, Block 4, Crested Butte; Harry A Miller IV

9:00 am

- 2025 Water and Sewer Rate Resolutions:

*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.*

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1. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-35
2. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-36
3. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-34
4. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-37
5. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-33
6. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-32
7. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District, this Resolution Supersedes Resolution 23-31

9:05 am

- Stipulation and Agreement Between Applicants and Opposers; Draft Proposed Decree; Storage Water Lease Agreement; Mt. Emmons Mining Company; 21CW3021

9:10 am

- Boundary Line Adjustment; LUC-24-00030; KCREM LLC

9:15 am

- Boundary Line Adjustment; LUC-24-00042; Skyland Lots S85, S86, S87

9:20 am

- Conservation Easement Grant Agreement; Gunnison Ranchland Conservation Legacy; Silver Springs Ranch; \$102,300
- Conservation Easement Grant Agreement; Gunnison Ranchland Conservation Legacy; Flying W Ranch - Vulcan Property; \$126,514

9:35 am

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

10:00 am

- Whetstone Housing
 1. Statement of Authority
 2. Quit Claim Deed; Gunnison County Housing Authority; 25115 State Highway 135, Crested Butte, CO 81224
 3. Quit Claim Deed; Gunnison County Housing Authority; Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings
 4. Intergovernmental Agreement for Whetstone Workforce Housing, Utilities and Potential Annexation; Gunnison County Housing Authority

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5. Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing; Gunnison County Housing Authority
6. Resolution; Directing Workforce Housing Linkage Fee Revenues to the Gunnison County Housing Authority

- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

10:30 am

- Call to Order
- Whetstone Housing
 1. Acceptance of Quick Claim Deeds
 2. Acceptance of Resolution Directing Workforce Housing Linkage Fee Revenues to the Gunnison County Housing Authority
 3. Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing; Gunnison County Housing Authority
 4. Intergovernmental Agreement for Whetstone Workforce Housing, Utilities and Potential Annexation; Gunnison County Housing Authority
 5. Resolution; Delegating to the Executive Secretary of the Gunnison County Housing Authority the Authority to Negotiate and Execute All Contracts, Agreements, Applications and Other Documents and to Take All Necessary and Proper Actions Related to the Whetstone Community Housing Development and Ratifying all Previous Actions Thereto
- Adjourn

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

ZOOM MEETING DETAILS:

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

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Abstract of Assessment Affidavit; Assessor's Office

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The 2024 Final Abstract of Assessment includes the valuation, classification and counts of all property in Gunnison County. This report must be signed by the Assessor and Chairman of the Board of County Commissioners and submitted to the Colorado Division of Property Taxation by

Fiscal Impact:

Submitted by: Vicki Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/13/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

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Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

Affidavit of Assessor to Assessment Roll

I, _____, the Assessor of Gunnison County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

_____ Subscribed and sworn to me before this _____ day of November, AD, 2024
County Assessor

County Clerk

Certification by County Board of Equalization

I, _____, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

_____ Subscribed and sworn to me before this _____ day of November, AD, 2024
Chairman of the Board

County Clerk

Gunnison - 2024**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Vacant	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	10	-523,550	0	0	-523,550
Commercial Lots (0200)	1	-62,770	0	0	-62,770
Industrial Lots (0300)	0	0	0	0	0
Planned Unit Development Lots (0400)	0	0	0	0	0
Less Than 1.0 Acre (0510)	0	0	0	0	0
1.0 to 4.99 Acres (0520)	0	0	0	0	0
5.0 to 9.99 Acres (0530)	1	-2,830	0	0	-2,830
10.0 to 34.99 Acres (0540)	6	-71,760	0	0	-71,760
35.0 to 99.99 Acres (0550)	3	-99,360	0	0	-99,360
100.0 Acres and Up (0560)	2	-317,460	0	0	-317,460
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Non-Minor Structures (0700)	0	0	0	0	0
Total:	23	-1,077,730	0	0	-1,077,730
Residential	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	37	-60,880	-199,560	0	-260,440
Farm/Ranch Residences (4277)	1	0	-38,210	0	-38,210
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	1	0	-11,040	0	-11,040
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	4	10,740	123,580	0	134,320
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	43	-50,140	-125,230	0	-175,370
Commercial	Count:	Land:	Imp:	Pers:	Total:
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	0	0	0	0	0
Lodging (2115, 2215)	0	0	0	0	0
Renewable Energy (2117, 2217)	0	0	0	0	0
Offices (2120, 2220)	0	0	0	0	0
Recreation (2125, 2225)	0	0	0	0	0

Gunnison - 2024**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Commercial	Count:	Land:	Imp:	Pers:	Total:
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	1	0	-50,500	0	-50,500
WareHouse/Storage (2135, 2235)	0	0	0	0	0
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	1	0	-8,800	0	-8,800
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Lodging Personal Property (2412)	0	0	0	0	0
Renewable Energy Personal Property (2415)	0	0	0	0	0
Total:	2	0	-59,300	0	-59,300
Industrial	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0
Total:	0	0	0	0	0
Agricultural	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	4	3,090	0	0	3,090
Grazing Land (4147)	5	9,950	0	0	9,950
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	1	0	-1,010	0	-1,010
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	10	13,040	-1,010	0	12,030
Natural Resources	Count:	Land:	Imp:	Pers:	Total:

Gunnison - 2024**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5110, 5210)	0	0	0	0	0
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
Total:	0	0	0	0	0
Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0
Total:	0	0	0	0	0
Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Producing Oil Primary (7110, 7210)	1	-5,600	0	0	-5,600
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	1	-10,300	0	0	-10,300
Producing Gas Primary (7430)	6	0	0	-32,380	-32,380
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0

Gunnison - 2024**Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	0	0	0	0	0
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	8	-15,900	0	-32,380	-48,280
State Assessed	Count:	Land:	Imp:	Pers:	Total:
Total Real (8299)	0	0	0	0	0
Renewable Energy Real (8252)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Renewable Energy Personal (8452)	0	0	0	0	0
Total:	0	0	0	0	0
Exempt	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
CEA Facility (9410)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
EV Charging Stations (9420)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	0	0	0	0	0
Grand Total:	86	-1,130,730	-185,540	-32,380	-1,348,650

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 11/5/2024

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes; 11/5/2024

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

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Consent Agenda

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Regular Agenda

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Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 5, 2024**

The November 5, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Elizabeth Smith, Vice-Chairperson	Holly Perry, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text
Matthew Hoyt, County Attorney	

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

**ALCOHOL BEVERAGE LICENSE #42-95237-000; 456 ENTERTAINMENT LLC DBA TULLY'S;
10/18/2024 TO 10/18/2025**

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes for October 15, 2024 and October 22, 2024 with those small adjustments. Motion carried unanimously.

1. October 15, 2024 Regular Meeting
2. October 22, 2024 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

1. 2025 Budget Adoption – The Budget Hearing was reiterated to be on December 10th. The Budget Adoption date will be December 12th at 9 am.

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

1. Indirect Cost Negotiation Agreement; Colorado Department of Public Health and Environment; Finance; 1/1/2025 to 12/31/2025; 16%
2. 2. Acknowledgment of County Manager's Signature; Commercial Lease Agreement; Gunnison County Department of Health and Human Services; 7/1/2024 to 6/30/2025; \$140,868
3. 3. Acknowledgment of County Manager's Signature; Intergovernmental Agreement for the Temporary Transfer, Repair and Use of an Airport Vehicle; Routt County; Gunnison-Crested Butte Regional Airport; 10/22/2024 to 2026
4. 4. Acknowledgment of County Manager's Signature; Professional Services Agreement; CBSAccounting; 10/30/2024 to 4/30/2025; \$15,000
5. 5. Acknowledgment of County Manager's Signature; Professional Services Agreement; Nunatek Energy; 10/14/2024 to 12/31/2024; \$80,032.40
6. 6. Acknowledgment; Option Letter #5; Contract CSBG 24-026; Health and Human Services; 1/1/2024 to 9/30/2025; \$404
7. 7. Amended Gunnison County Deputy County Attorney Employment Agreement; Alex San Filippo-Rosser; 1/1/2025; \$139,959
8. 8. Professional Services Agreement; Concierge Nurse Navigators LLC; Human Resources; 1/1/2025 to 1/1/2026; \$32,000
9. 9. Grant Application; Harm Reduction Grant Fund; RFA Number 29157030; Juvenile Services; \$299,684
10. 10. Acknowledgment of County Manager's Approval; Grant Application; NRA Foundation; Extension; \$5,000
11. 11. Intergovernmental Agreement Regarding Undesirable Plant Management; Gunnison County, Saguache County, Hinsdale County, Town of Crested Butte, City of Gunnison, and Town of Pitkin; Public Works; \$117.50 an hour
12. 12. Contract Amendment #5; Contract No 23 QAAA 178558; Health and Human Services; 10/27/2022 to 6/30/2025; \$69,694

13. 13. Contractual Service Cost Agreement; Vector Disease Control International, LLC; 2025-2027; \$107,800 with 3% increase annually
14. 14. Ratification; Letter of Support; Grant Application; National Forest Foundation, Colorado State Forest Service and Forest Restoration & Wildfire Risk Mitigation
15. Ratification; Letter of Support; Grant Application; Sustainable Agriculture Research & Education
16. Revision No. 2 to Contract Amendment No. 2; AIP No. 3-08-0030-063-2023/064-2024; Gunnison-Crested Butte Regional Airport; \$16,963.91
17. Acknowledgment; Agreement for Professional Services; SGM; Rozman ILC; \$2,700

COUNTY MANAGER'S REPORTS:

1. Brush Creek Roundabout 60% Design Contract Amendment – CM Birnie is asking the Board to approve his signature when this contract is ready. Assistant County Manager for Public Works Martin Schmidt is anticipating having a grant contract by spring to be able to start utilizing the Safe Streets for All funding, but in the meantime there are some critical path items. He stated this is an amendment to add additional scope of work beyond the scope that was previously awarded in order to keep the project moving on schedule. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to delegate authority to County Manager Matthew Birnie to sign the Brush Creek Roundabout Design Contract Amendment once it's been through the Attorney's Office for approval. Motion carried unanimously.
2. Paving – CM Birnie noted that they were scheduled to get the parking lot of the fairgrounds and the parking lots, alley and street for Sawtooth paved last week, but they weren't good weather days. CM Birnie is currently working on a solution with Fire Marshal Hugo Ferchau regarding paving and the occupancy code.

LETTER OF SUPPORT; BIG BLUE DITCH REPAIR; CIMARRON VALLEY & RIVER WATERSHED COALITION(CVRWC) CVRWC President Allen Distel was present for discussion.

Commissioner Houck introduced the project. Commissioner Puckett Daniels asked for clarification if this work still needs to be done or if this is reimbursement. Mr. Distel confirmed it was for reimbursement and that this repair would coincide with future plans of the ditch company. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the letter of support for the Blue Ditch Repair Grant Application to the Colorado River District and to authorize the signature of the full Board. Motion carried unanimously.

LETTER OF SUPPORT; STATE LAND BOARD LEASE RENEWALS FOR LOCAL STATE WILDLIFE AREAS; COLORADO PARKS AND WILDLIFE Game Warden Nick Gallowich was present for discussion.

Mr. Gallowich noted they are looking for renewals of 3 parcels that will be included in a package with a total of 24 properties for a 10-year renewal. He noted they are State Land Trust parcels that are leased from the State Land Board to the Colorado Parks and Wildlife. Commissioner Puckett Daniels asked for clarification on the leases. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support for CPW's State Land Board Lease Renewals for the State Wildlife Areas in the letter and authorize the Chair's signature. Motion carried unanimously.

TOWNHOME PLAT; LUC-24-00041; DALE Planner Rachael Blondy was present for discussion.

Planner Blondy expressed the applicant would like a townhome plat for her existing duplex. She stated it meets all the standards within the Land Use Resolution (LUR). **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the townhome plat for LUC-24-00041 and authorize the Chair's signature. Motion carried unanimously.

RESOLUTION; LUC-24-00020; TERRAPLEN HOLDINGS LLC / LARKSPUR SUBDIVISION Planner Rachael Blondy was present for discussion.

Planner Blondy stated the applicant is proposing a 6-lot subdivision and it has already been through Planning Commission and has had one joint public hearing on September 19th. The Board has an opportunity to have additional public hearing if desired which was determined to be not needed. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution number 24-36 concerning LUC-24-00020. Commissioner Houck amended the motion to include to authorize the Chair's signature on the plat. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Smith:

1. Opioid Data Work Group – Commissioner Smith relayed this was initiated with the Attorney General's Office and they are about to present to the Colorado Opioid Abatement Council. She also commented there are three phases of how they are going to develop infrastructure which is unique because it is coming from the Region Council not the State level.

2. Gunnison Community School – Commissioner Smith met with 3rd graders last Wednesday and walked them through Blackstock.
3. Cheatgrass – Commissioner Smith noted they have extended an offer to a new cheatgrass coordinator and would like to thank Pat Magee for his help. She also relayed the candidate drove out this weekend to see the area.
4. Country Meadows – Commissioner Smith expressed she is continuing to meet with Assistant County Manager for Community and Economic Development Cathie Pagano and the Department of Local Affairs (DOLA) as well as the County Meadows residents and discussing Proposition 123 money. She noted that Counties & Commissioners Acting Together (CCAT) is also taking this on as a serious concern.
5. Wild & Scenic – Commissioner Smith reiterated that there are three subcommittees pursuing three separate tasks. The first put together a Wild and Scenic proposal and has put it forward. A second committee is working on instream flows. The third that Commissioner Smith co-chairs on is developing an Intergovernmental Agreement between five entities to memorialize their shared commitment to preventing out of basin diversions. Commissioner Puckett Daniels commented her takeaway was the wild and scenic legislation piece is more complicated, nuanced, and detailed than the other two and requires patience, diligence, and deep research.

Commissioner Puckett Daniels:

1. 7th Judicial District – Commissioner Puckett Daniels had a meeting with Commissioners around the 7th Judicial District with Anna Cooling, who will be the new District Attorney starting in January. She relayed there were big picture conversations and what her goals were for the office.
2. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels stated they had a special meeting last week because the Palisades Apartment building is under contract and the City has received a right of 1st refusal notice. She relayed the Board decided to want to look at it more deeply. Lastly, she expressed they have a few At-Large positions open on the Board and are looking for folk who might be interested.
3. Sustainable Tourism and Outdoor Recreation Committee – Commissioner Puckett Daniels attended a meeting on the 24th and the committee voted to support the recommendation for the designs for CB South Trail. CM Birnie explained that this is not a directive of the County and not in the Strategic Plan.
4. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Puckett Daniels and ACM Schmidt attended a meeting a couple weeks ago to discuss multimodal funding and project applications. She also noted there will be many meetings throughout the winter to put together a new 5-year and 10-year plan. CM Birnie noted that the County is working on a Region 10 Board overhaul due to positional issues and they currently have all positions advertised.

Commissioner Houck:

1. Marble/Somerset – Commissioner Houck relayed that all 3 Commissioners, ACM Schmidt, and Sheriff Representatives went to a community meeting and spoke on continuing issues.
2. Spruce Beetle Epidemic Aspen Decline Management Response (SBEADMR) – Commissioner Houck attended their annual meeting. He noted there was nothing significant to report.
3. Region 10 – Commissioner Houck attended an Executive Meeting on the 24th.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(B): CONFERENCE(S) WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO LEGAL ISSUES SURROUNDING COUNTY AND PUBLIC ROADS WITHIN UNINCORPORATED GUNNISON COUNTY, COLORADO. Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to go into executive session pursuant to Colorado Revised Statute 24-6-402(4)(b): conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding county and public roads within unincorporated Gunnison County, Colorado. Participants will include the County Manager, the County Attorney, the Public Works Director and the full Board of County Commissioners. Because we are receiving legal advice from the County Attorney, there will be no contemporaneous records that is necessitated to be kept. Motion carried unanimously.

The board went into executive session at 9:35 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to come out of executive session. We received advice from the Attorney and the participants in it were consistent with those read into the record. Motion carried unanimously. The Board came out of executive session at 11:05 am. Commissioner Houck confirmed that the discussion remained on-topic, that all parties stated to be in attendance were, in fact, in attendance and that no decisions were made.

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4), PERSONNEL MATTER(S). GUNNISON COUNTY MANAGER ANNUAL PERFORMANCE REVIEW. Moved by Commissioner Houck, seconded by Commissioner Smith to go into executive session again and that this is pursuant to Colorado Revised Statute 24-6-402(4), Personnel Matter, we are doing our Annual Gunnison County Manager Performance Review. As I stated earlier in the discussion, State Law allows any employee to choose whether to do it in open or executive session. Matthew has chosen executive session, which is the norm for most. The participants will be Matthew Birnie, as the County Manager and the Board doing the review. We will record that session. Motion carried unanimously.

The board went into executive session at 11:06 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to come out of executive session. We entered into it to perform an annual performance evaluation of County Manager Matthew Birnie and we're now completed. Motion carried unanimously. The Board came out of executive session at 12:10 pm.

ADJOURN: Commissioner Houck adjourned the meeting at 12:10 pm.

Jonathan Houck, Chairperson

Elizabeth Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - 36**

CONCERNING LUC-24-00020, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 6-LOT SUBDIVISION LOCATED AT THE PROPERTY COMMONLY DESCRIBED AS 426 LARKSPUR LOOP, PARCEL NO. 3255-120-35-009 AND LEGALLY DESCRIBED AS LOT R1, LARKSPUR, ACCORDING TO THE PLAT RECORDED AUGUST 21, 2006 AT RECEPTION NO. 568254, AND THE AMENDED PLAT OF LARKSPUR RECORDED JUNE 19, 2009 AT RECEPTION NO. 591518, COUNTY OF GUNNISON, STATE OF COLORADO.

WHEREAS, the Applicant, Terraplen Holdings LLC proposes the subdivision of Lot R1, Larkspur, subdividing a 2.79-acre undeveloped parcel into six lots (Lot 1 – 0.31 acres, Lot 2 – 0.32 acres, Lot 3 – 0.37 acres, Lot 4 – 0.35 acres, Lot 5 – 0.28 acres, Lot 6 – 0.31 acres) with a 0.86 acre Open Space lot to be dedicated to the Larkspur Subdivision HOA (“Subdivision”). Public improvements include a 24ft x 24 ft picnic pavilion, a single-occupant restroom with electricity, 865 linear feet of trails for summer use, a 20ft x 10ft floating dock and 5 vehicle parking spots; and

WHEREAS, the parcels are subject to the Larkspur Subdivision's existing Declaration of Protective Covenants, Reception No. 568253 and the Second Amendment to the Declaration of Protective Covenants, Reception No. 695886; and,

WHEREAS, the parcels will be served by East River Regional Sanitation District (“ERRSD”). The ERRSD provided letter stating the following:

The ERRSD is willing and able to serve Larkspur Lot R-1 in the proposed subdivided format. All properties located within the boundaries of the ERRSD will be served in accordance with and governed by the Districts Rules and Regulations; and,

WHEREAS, the Larkspur Community Association, Inc (“Association”) is responsible for supplying water, both potable and non-potable, and for fire protection to all lands and dwellings within Larkspur and those other units that are constructed on the Association/Maintenance and Recreation Parcels. The Association provided a letter stating the following:

The Association has adequate capacity and can legally and physically provide both potable and non-potable water service to the six residential lots and has mainlines in the immediate vicinity to those lots such that connection is feasible. The Association is willing to provide these services upon construction of the required connection infrastructure and payment of the required fees; and,

WHEREAS, the parcels will be accessed by the existing Larkspur Loop road; and,

WHEREAS, the application was sent for referral to Colorado Geological Survey, Gunnison County Public Works, Gunnison Watershed School District, Crested Butte Fire Protection District and the Town of Crested Butte on April 30, 2024.

Responses were not received from the following departments/agencies: Gunnison County Public Works, Gunnison Watershed School District, and the Town of Crested Butte; and,

WHEREAS, pursuant to LUR Section 12-107 Fire Protection, the Crested Butte Fire Protection District provided a conditional approval letter on June 12, 2024 with comments as follows:

1. Access...as shown on the site plan submitted May 16, 2024...is compliant.
 - a. Currently part of the Larkspur subdivision-changing use from recreational to residential
 - b. Individual access to each new residential lot will be reviewed at the building permit stage
2. Water supply...as shown on the plans submitted May 15, 2023...is compliant with comments;
 - a. All fire hydrants are existing and the spacing is compliant
 - b. Current fire flows provide 1750 gpm as approved during the Larkspur subdivision approval
3. Gas Meters...will be approved at the building permit stage.

WHEREAS, Colorado Geological Survey provided comment as follows:

LUC-24-00020 Larkspur Subdivision infill site is not exposed to any geologic hazards or unusual geotechnical constraints that would preclude approval of the proposed 6-lot subdivision. The site is underlain by glacial till of variable engineering properties over potentially short distances, so lot-specific geotechnical investigations are recommended; and,

WHEREAS, a Planning Commission work session was held on July 11, 2024 and the Planning Commission directed staff to schedule the public hearing; and,

WHEREAS, Planning Commission found the application met the standards for an impact classification reduction from Major to Minor pursuant to LUR 3-111:B on July 18,; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on September 19, 2024. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on , 2024, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's September 19, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The Board finds that:

1. This application is consistent with the standards and requirements of this Resolution.
2. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

- 6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
- 7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
- 8. Enter into a Development Improvement Agreement pursuant to Section 16-118 Development Improvement Agreement Required.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-24-00020 is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 11/15/2024 thru 12/31/2024

Board of County Commissioners

1. [BOCC Regular Meeting](#)
November 19, 2024, All Day @ BOCC Boardroom
2. [Joint BOCC and Planning Commission Public Hearing](#)
November 21, 2024, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room
Agenda and Packet materials now available.
3. [BOCC Work Session](#)
November 26, 2024, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting - CANCELED](#)
December 3, 2024, All Day @ BOCC Boardroom
5. [Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley](#)
December 5, 2024, 12:00 PM - 1:30 PM
6. [BOCC Work Session & Budget Public Hearing](#)
December 10, 2024, All Day @ BOCC Boardroom
7. [BOCC Special Meeting](#)
December 12, 2024, 9:00 AM @ BOCC Board Room
Budget Adoption
8. [BOCC Regular Meeting](#)
December 17, 2024, All Day @ BOCC Boardroom
9. [Planning Commission Meeting](#)
December 19, 2024, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room
Regular Planning Commission Meeting - Agenda and Packet materials to be added

Gunnison County Organization

1. [Holiday - Thanksgiving - Offices Closed](#)
November 28, 2024 - November 29, 2024
2. [Holiday - Christmas Eve & Christmas Day - Offices Closed](#)
December 24, 2024 - December 25, 2024

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
December 17, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2025 Draft BOCC Meeting Schedule

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2025 Draft BOCC Meeting Schedule

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 11/19/2024

2025 Draft BOCC Meeting Schedule

January 2025

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions
- 14th – Special Meeting

February 2025

- 4th & 18th – Regular Meetings
- 11th & 25th – Work Sessions

March 2025

- 4th & 18th – Regular Meetings
- 11th & 25th – Work Sessions

April 2025

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions

May 2025

- 6th & 20th – Regular Meetings
- 13th & 27th – Work Sessions

June 2025

- 3rd & 17th – Regular Meetings
- 10th & 24th – Work Sessions

July 2025

- 1st & 15th – Regular Meetings
- 8th & 22nd – Work Sessions

August 2025

- 5th & 19th – Regular Meetings
- 12th & 26th – Work Sessions

September 2025

- 2nd & 16th – Regular Meetings
- 9th & 23rd – Work Sessions

October 2025

- 7th & 21st – Regular Meetings
- 14th & 28th – Work Sessions

November 2025

- 4th & 18th – Regular Meetings
- 25th – Work Session

December 2025

- 2nd & 16th – Regular Meetings
- 9th & 23rd – Work Sessions

January 2025

January 2025							February 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	15
26	27	28	29	30	31		23	24	25	26	27	28	22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 25 New Year's Day	2	3	4
5	6	7 Regular Meeting	8	9	10	11
12	13	14 Special Meeting Work Session	15	16	17	18
19	20 Martin Luther King, Jr.'s Birthday	21 Regular Meeting	22	23	24	25
26	27	28 Work Session	29	30	31	Feb 1

February 2025

February 2025							March 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	2	3	4	5	6	7	1
9	10	11	12	13	14	8	9	10	11	12	13	14	8
16	17	18	19	20	21	15	16	17	18	19	20	21	15
23	24	25	26	27	28	22	23	24	25	26	27	28	22
							30	31					29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1
2	3	4 Regular Meeting	5	6	7	8
9	10	11 Work Session	12	13	14	15
16	17 Washington's Birthday	18 Regular Meeting	19	20	21	22
23	24	25 Work Session	26	27	28	Mar 1

March 2025

March 2025							April 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 23	24	25	26	27	28	Mar 1
2	3	4 Regular Meeting	5	6	7	8
9	10	11 Work Session	12	13	14	15
16	17	18 Regular Meeting	19	20	21	22
23	24	25 Work Session	26	27	28	29
30	31	Apr 1	2	3	4	5

April 2025

April 2025							May 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	8	9	10	11	12	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 30	31	Apr 1 Regular Meeting	2	3	4	5
6	7	8 Work Session	9	10	11	12
13	14	15 Regular Meeting	16	17	18	19
20	21	22 Work Session	23	24	25	26
27	28	29	30	May 1	2	3

May 2025

May 2025							June 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	2	3	1	2	3	4	5	6	7
11	12	13	14	15	9	10	8	9	10	11	12	13	14
18	19	20	21	22	16	17	15	16	17	18	19	20	21
25	26	27	28	29	23	24	22	23	24	25	26	27	28
				30	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 27	28	29	30	May 1	2	3
4	5	6 Regular Meeting	7	8	9	10
11	12	13 Work Session	14	15	16	17
18	19	20 Regular Meeting	21	22	23	24
25	26 Memorial Day	27 Work Session	28	29	30	31

June 2025

June 2025							July 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1	2	3 Regular Meeting	4	5	6	7
8	9	10 Work Session	11	12	13	14
15	16	17 Regular Meeting	18	19 Juneteenth	20	21
22	23	24 Work Session	25	26	27	28
29	30	Jul 1	2	3	4	5

July 2025

July 2025							August 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 29	30	Jul 1 Regular Meeting	2	3	4 Independence Day	5
6	7	8 Work Session	9	10	11	12
13	14	15 Regular Meeting	16	17	18	19
20	21	22 Work Session	23	24	25	26
27	28	29	30	31	Aug 1	2

September 2025

September 2025							October 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	21	15	16	17	18
28	22	23	24	25	26	27	26	27	28	22	23	24	25
	29	30								29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1 Labor Day	2 Regular Meeting	3	4	5	6
7	8	9 Work Session	10	11	12	13
14	15	16 Regular Meeting	17	18	19	20
21	22	23 Work Session	24	25	26	27
28	29	30	Oct 1	2	3	4

October 2025

October 2025							November 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1	2	3	4
5	6	7 Regular Meeting	8	9	10	11
12	13	14 Work Session	15	16	17	18
19	20	21 Regular Meeting	22	23	24	25
26	27	28 Work Session	29	30	31	Nov 1

November 2025

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	15	8	9	10	11	12	13	14
16	17	18	19	20	21	22	14	15	16	17	18	19	20
23	24	25	26	27	28	29	21	22	23	24	25	26	27
30							28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1
2	3	4 Regular Meeting	5	6	7	8
9	10	11 Veteran's Day	12	13	14	15
16	17	18 Regular Meeting	19	20	21	22
23	24	25 Work Session	26	27 Thanksgiving Holiday	28	29
30	Dec 1	2	3	4	5	6

December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1	2 Regular Meeting	3	4	5	6
7	8	9 Work Session	10	11	12	13
14	15	16 Regular Meeting	17	18	19	20
21	22	23 Work Session	24	25 Christmas Holiday	26	27
28	29	30	31	Jan 1, 26	2	3

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Ack of CM Sig; PSA; Integrity Pro Roofing

Fiscal Impact:

Submitted by: Holly Perry for John Cattles

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/13/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 5TH day of NOVEMBER, 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 INTEGRITY PRO ROOFING, whose address is 6145 BROADWAY "Contractor").
DENVER, CO. 80216

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
ROOFING REPAIR AT GUNNISON COUNTY COURTHOUSE

("Services").

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").] *[remember to remove this bracketed language if inapplicable]*

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 12/31/2024, 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] FACILITIES- MAIN CAMPUS ACTIVITY 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 11,795 and No/100 U. S. Dollars (\$ 11,795.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

[[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: _____ [Name]
 _____ [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~~

Matthew Birnie, County Manager

ATTEST:

Hellyer
Deputy Clerk



[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

Its: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

ATTACHED

ROOFING REPAIR

Description

Roofing Repair

Repair Minimum - *includes administrative, preparation and staging costs

Labor and Materials - *this includes costs associated with the time, materials and material sales taxes involved with the scope of work

Scope of Work & Material List -

- Replace up to 50 broken tiles. (We will not be replacing the ones with the cracked corners as these are not harmful to the roof.)
- Patch the holes in the EDPM (up to 15)
- Open up the tile roof and re-do the underlayment and adjust flashing and lead soaker as needed. on the Northwest corner. I'm not sure what I will find till we open up the roof.
- Traction pads will be on a separate quote as they are not causing any leaks they are just no longer protecting the roof.

Quote subtotal \$11,795.00

Total \$11,795.00

PLEASE NOTE: That this is our best assessment as to where the leak is and what is causing the leaking.

However, due to the nature of roof leaks, we cannot guarantee that the roof will stop leaking completely. Unfortunately, further action and additional service calls may be required after fixing the most obvious areas. If a call-back is necessary, an inspection will be performed. If an additional repair including labor or materials is required, a separate estimate will be provided and billed upon completion. Any additional services will not be scheduled until agreed upon, and any open repair invoices are paid in full.

Also, please note that if you have a tile roof we do not accept responsibility for breaking any tiles if we are walking on it. We will walk on it correctly, but sometimes due to a faulty installation there may be a couple that will crack. This happens very rarely, yet we have had problems with this in the past.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #2; Contract No 24 IBEH 182014;

Action Requested: Board of County Commissioners' Signature Acknowledgment

Parties to the Agreement: Behavioral Health Administration

Term Begins:

Term Ends:

Grant Contract #: 24 IBEH 182014

Summary:

HHS would like to accept \$13,626 more funding for current FY25 Behavioral Health Administration Children Youth and Families grant that was unsent in FY24. This increases FY25 grant award to \$181,679.67

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 11/5/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/5/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 24 IBEH 182014
Contractor Gunnison County	Amendment Contract Number 25 IBEH 194852
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 \$161,928.55 Extension Terms State Fiscal Year 2025 \$181,679.67 Total for All State Fiscal Years \$343,608.22	Contract Performance Beginning Date August 29, 2023 Current Contract Expiration Date June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Gunnison County By: Jonathan Houck, Chair of the BOCC Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director By: Dannette R. Smith, Commissioner Behavioral Health Administration Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Toni Williamson / Telly Belton / Amanda Rios

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is to establish/expand services to address local behavioral health care needs along continuum of care, including services for Children, Youth, and Family with severe needs. This Amendment adds \$13,626.67 in funding for FY25 and updates the Statement of Work, Budget, Supplemental Provisions for Federal Awards, and the SLFRF Subrecipient Provisions exhibits..

MODIFICATIONS

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

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. REPLACE Exhibit A with Exhibit A-1, attached and incorporated by reference.
- C. REPLACE Exhibit B-2 with Exhibit B-3, attached and incorporated by reference.
- D. REPLACE Exhibit E-1 with Exhibit E-2, attached and incorporated by reference.
- E. REPLACE Exhibit F-1 with Exhibit F-2, attached and incorporated by reference.

5. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

Exhibit A-1 - Statement of Work
Children, Youth, and Family Behavioral Health Services Grants

Article 1

Purpose and Target Population

1.1 Purpose

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth-oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 Target Population

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

Article 2

Definitions and Acronyms

Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

Local Government means a county, municipality, city and county, or local education provider.

Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

Nonprofit Organization means an organization that is exempt from taxation under Section 501 (c)(3) of the federal "Internal Revenue Code of 1986, as amended.

Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

Statement of Work (**SOW**)

State Court Administrator's Office (**SCAO**)

Article 3 Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

- a. To expand Child, Youth, and Family (CYF) oriented behavioral health care services.
- b. To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
- c. To provide care navigation and coordination services.
- d. To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment.
- e. To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
- f. And to fund capital expenditures related to providing the above treatment services.

Article 4

Roles & Responsibilities

- 4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance. The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.
- 4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.
- 4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.
- 4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.
- 4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.
- 4.6 Contractor shall use the [CLAS Standards](https://thinkculturalhealth.hhs.gov/) (<https://thinkculturalhealth.hhs.gov/>) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.
- 4.7 Services shall be provided in English and Spanish.
- 4.8 **Period of Performance**
- a. Overall grant deadline to expend all funds June 30, 2025. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.
 - b. State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.
- 4.9 **Annual Report.** Contractor shall submit an annual report by June 15, 2024, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.
- 4.10 **Final Report.** Contractor shall submit a final report by June 15, 2025, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

Article 5

Reporting, Deliverables, & Due Dates

5.1 Criteria for Acceptance of Deliverables

- a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
- b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
- c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 Deliverables Table

<i>Deadline</i>	<i>Article Where Assigned</i>	<i>Activity</i>
Within ten (10) days following each quarter ended September, December, March, and June	SOW, Article 6.1	SLFRF Quarterly Report on a template provided by the BHA.
June 15th, 2024	SOW, Article 4.9	Annual Report
June 15th, 2025	SOW, Article 4.10	Final Report
<i>Method of Report Delivery (emailed to cdhs_BHAdeliverables@state.co.us</i>		

**Deliverables can be changed administratively.*

Article 6

Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.



COLORADO

Behavioral Health Administration

EXHIBIT B-3, FY25 ANNUAL BUDGET

Capacity Budget Template

BHA Program	HB22-1281				
Contact Information					
Agency Name	Gunnison County		Program Contact Name, Title	Margaret Wacker, Community Health Manager	
			Phone	970-641-7913	
			Email	mwacker@gunnisoncounty.org	
Fiscal Contract Name, Title	Jody Wise, Accountant				
Budget Period	07/01/2024 - 06/30/2025		Phone	970-641-7679	
			Email	jwise@gunnisoncounty.org	
		Date Completed	3/19/24		
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project				

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

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	\$ 50.51	\$16.25	131.00	\$ 8,745.56
Health Navigator - Bilingual	Provides navigation services for whole person health.	\$ 30.67	\$9.00	952.00	\$ 37,765.84
Family Navigator	Provides navigation services for whole person health.	\$ 34.51	\$15.37	471.00	\$ 23,493.48
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	\$ 29.58	\$9.86	285.00	\$ 11,240.40
Parents As Teachers Coordinator	Coordinates and provides PAT services.	\$ 46.00	\$15.89	390.00	\$ 24,137.10
Total Personnel Services (including fringe benefits)					\$ 105,382.38
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Client Costs					\$ -
Contract/Consultants Services (Subawards & Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	

TBD	Psycho-education sessions for adolescents and families.	\$ 80.00	80	\$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	\$ 170.00	100	\$ 17,000.00
Gunnison REIJ School District	Newcomer Navigation Services	\$ 3,500.00	12	\$ 42,000.00
Total Contract Services				\$ 65,400.00
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Computer and Phone Costs	Computer/IT costs for 1.0 FTE is \$250/month, phone costs are \$125/month.	\$ 375.00	12	\$ 4,500.00
Meeting Costs	\$10/meeting for Network Meetings and Trainings	\$ 10.00	12	\$ 120.00
Total Operating				\$ 4,620.00
Depreciation/Amortization				Annual Budget
Item	Description of Item			Total Amount Requested from BHA
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Capital Costs				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 175,402.38
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ 17,000.00
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				
Total Expenses per OMB 2CFR § 200				\$ 17,000.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 158,402.38
Indirect Costs				Annual Budget
Item	Description of Item	Percentage		Total Amount Requested from BHA
Indirect Costs	10% Indirect Rate for Gunnison County	10%		\$ 15,840.24
Total Indirect				\$ 15,840.24
Grand Total Expenses				\$ 191,243.00

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award
large org.	\$20,000,000 or more	5%
small	less than \$20,000,000	2.5%
Award of \$50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT

5.0%

MATCH AMOUNT REQUIRED

\$ 9,562.00

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	\$ -
<i>*The rate that your entity is receiving must be used to offset costs in this area</i> <i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	\$ 9,563.33
Other Funds (Specify below)	
Total Contracts and Grants	\$ 9,563.33
Grand Total Revenue Offset	\$ 9,563.33
Net Cost	\$ 181,679.67

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

EXHIBIT E-2

Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: Gunnison County
- ii. Subrecipient Unique Entity ID number: NSN9FAGKEDJ9;
- iii. The Federal Award Identification Number (FAIN) is SLFRP0126;
- iv. The Federal award date is May 18, 2021;
- v. The subaward period of performance July 1, 2024 and end date is June 30, 2025;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY25 ARPA	\$17,269.37	\$17,269.37	\$17,269.37

- vii. Federal award project description: To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs;
 - viii. The name of the Federal awarding agency is U.S. Department of Treasury; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS);
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is Coronavirus State and Local Fiscal Recovery Funds, and dollar amount is \$3,828,761,790;
 - x. This award is not for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibit A, Exhibit E, and Exhibit F.
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated Exhibit B, Exhibit C, and Exhibit D.
 - 4) Subrecipient’s approved indirect cost rate is 10%.

- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than thirty (30) calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds**

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

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

1. DEFINITIONS.

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

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

1.1.1.1 Awards may be in the form of:

1.1.1.2 Grants;

1.1.1.3 Contracts;

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

1.1.1.3.2 Loans;

1.1.1.3.3 Loan Guarantees;

1.1.1.3.4 Subsidies;

1.1.1.3.5 Insurance;

- 1.1.1.3.6 Food commodities;
- 1.1.1.3.7 Direct appropriations
- 1.1.1.3.8 Assessed and voluntary contributions; and
- 1.1.1.3.9 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal entities.
- 1.1.1.3.10 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.2 Award **does not** include:
 - 1.1.2.1 Technical assistance, which provides services in lieu of money;
 - 1.1.2.2 A transfer of title to Federally owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.2.3 Any award classified for security purposes; or
 - 1.1.2.4 Any awarded funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery, and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.3 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.4 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.5 “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.
- 1.1.6 “Entity” means:
 - 1.1.6.1 If the source of funding is a Grant:
 - 1.1.6.1.1 a Non-Federal Entity;
 - 1.1.6.1.2 a foreign public entity;
 - 1.1.6.1.3 a foreign organization;
 - 1.1.6.1.4 a non-profit organization;
 - 1.1.6.1.5 a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.6.1.6 a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.6.1.7 a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.6.1.8 a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.6.2 If the source of funding is not a Grant:
 - 1.1.6.2.1 all of the following as defined at 2 CFR part 25, subpart C;

- 1.1.6.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
- 1.1.6.2.3 a foreign public entity;
- 1.1.6.2.4 a domestic or foreign non-profit organization;
- 1.1.6.2.5 a domestic or foreign for-profit organization; and
- 1.1.6.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.7 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.8 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.9 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.10 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.11 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.12 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.13 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.14 “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.14.1 Is operated primarily for scientific, educations, service, charitable, or similar purposes in the public interest;
 - 1.1.14.2 Is not organized primarily for the profit, and
 - 1.1.14.3 Uses net process to maintain improve or expand the operations of the organization.
- 1.1.15 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.16 “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.17 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.18 “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 1.1.19 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.20 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.21 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.22 “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.22.1 Salary and bonus;
 - 1.1.22.2 Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.22.3 Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.22.4 Change in present value of defined benefit and actuarial pension plans;
 - 1.1.22.5 Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.22.6 Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.23 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.24 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.25 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

3.1 SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2 \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.1.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.1.1.1 Subrecipient UEI Number;
 - 7.1.1.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3 Subrecipient parent's organization UEI Number;
 - 7.1.1.4 Subrecipient's address, including Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1 Subrecipient's UEI Number as registered in SAM.
 - 7.1.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

- 8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS

- 10.1 If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2 Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1 [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2 [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/“funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 11.1.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 11.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

11.1.8 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14. EVENT OF DEFAULT AND TERMINATION.

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

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. ADDITIONAL TERMS RE PAYMENTS TO GRANTEE TO SUPPLEMENT MAIN TERMS IN CONTRACT.

- 15.1 Federal Recovery: The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.
- 15.2 Close-Out: Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

EXHIBIT END

EXHIBIT F-2

SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

STATE AWARD (IF APPLICABLE) TO THIS GRANT AWARD

State Statutory Authority	HB24-1466 – Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	June 30, 2025

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, youth, and Family Behavioral Health Services Grants	1.14 Other Public Health Services	\$17,269.37
Total			\$17,269.37

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

- 3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). *In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.*

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS

- 1.1 The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2 The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3 Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS

- 2.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1 "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2 "Entity" means:
 - 2.1.2.1 a Non-Federal Entity;
 - 2.1.2.2 a foreign public entity;
 - 2.1.2.3 a foreign organization;
 - 2.1.2.4 a non-profit organization;
 - 2.1.2.5 a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

- 2.1.2.6 a foreign non-profit organization (only for 2 CFR part 170) only);
- 2.1.2.7 a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.2.8 a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.3 “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.4 “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.5 “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6 “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
- 2.1.8 “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9 “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2 Is not organized primarily for profit; and
 - 2.1.9.3 Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11 “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12 “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13 “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14 “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1 Salary and bonus;
 - 2.1.15.2 Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3 Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4 Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5 Above-market earnings on deferred compensation which is not tax-qualified.
 - 2.1.15.6 Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 2.1.15.7 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 2.1.15.8 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 2.1.15.9 “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.

3. COMPLIANCE

- 3.1 Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2 Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1 SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION

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

6. REPORTING

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1 Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and \$50,000 and above SLFRF reporting is required.
- 7.2 The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1 Grantee shall report as set forth below.
- 8.1.1 Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*

Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics ("NCES") School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that

previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
 - 8.1.2. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than the end of the month following the month in which the Subaward was made.
 - 8.1.2.1. Subrecipient Unique Entity ID (“UEI”);
 - 8.1.2.2. Subrecipient UEI if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent’s organization UEI;
 - 8.1.2.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
 - 8.1.3.1. Subrecipient’s UEI as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the “Use of Evidence” section in the “Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative

economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired

through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS

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

10. ACCESS TO RECORDS.

- 10.1A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1 If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 11.1.1 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research

and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2 Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. SINGLE AUDIT REQUIREMENTS

12.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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

12.1.2 [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3 Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5 Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7 Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. EXEMPTIONS.

14.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2 A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

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

14.4 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.4.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.4.2 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State

Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)

and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR

6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
- 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

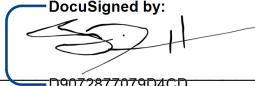
Date

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE**

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 24 IBEH 182014
Contractor Gunnison County	Amendment Contract Number 25 IBEH 189667
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 \$161,928.55 Extension Terms State Fiscal Year 2025 \$168,053.00 Total for All State Fiscal Years \$329,981.55	Contract Performance Beginning Date August 29, 2023 Current Contract Expiration Date June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Gunnison County DocuSigned by:  D9072877079D4CD By: Jonathan Houck, Chair of the BOCC Date: 6/11/2024	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director DocuSigned by:  C8461F937C9842D By: Darnette R. Smith, Commissioner, Behavioral Health Administration Date: 6/12/2024
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  D2A31DEB619C418 By: Toni Williamson / Telly Belton Amendment Effective Date: 6/12/2024	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is to establish/expand services to address local behavioral health care needs along continuum of care, including services for Children, Youth, and Family with severe needs.

The purpose of this Amendment is to renew the Agreement for FY25. This Amendment reduces the FY24 budget by \$70,557.45 for a new FY24 total of \$161,928.55, and adds \$168,053 in new funding for FY25. Additionally, this Amendment updates Exhibit B, Exhibit C, Exhibit E, and Exhibit F.

MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit B, Budget, with Exhibit B-1, Budget.
- D. ADD Exhibit B-2, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit C, Miscellaneous Provisions, with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.
- F. REPLACE Exhibit E, Supplemental Provisions for Federal Awards, with Exhibit E-1, Supplemental Provisions for Federal Awards.

- G. REPLACE Exhibit F, SLFRF Subrecipient Provisions, with Exhibit F-1, SLFRF Subrecipient Provisions.

5. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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COLORADO

Behavioral Health Administration

EXHIBIT B-1, FY24 ANNUAL BUDGET

Capacity Budget Template					
BHA Program	HB22-1281				
Contact Information					
Agency Name	Gunnison County		Program Contact Name, Title	Margaret Wacker, Community Health Manager	
			Phone	970-641-7913	
			Email	mwacker@gunnisoncounty.org	
Budget Period	08/29/2023 - 06/30/2024		Fiscal Contract Name, Title	Jody Wise, Accountant	
			Phone	970-641-7679	
			Email	jwise@gunnisoncounty.org	
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project		Date Completed	4/12/2024	

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

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	\$ 48.00	\$15.00	374.00	\$ 23,562.00
Health Navigator - Bilingual	Provides navigation services for whole person health.	\$ 27.00	\$4.00	678.00	\$ 21,015.49
Family Navigator	Provides navigation services for whole person health.	\$ 27.81	\$4.92	215.00	\$ 7,036.95
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	\$ 26.47	\$8.00	181.00	\$ 6,239.25
Parents As Teachers Coordinator	Coordinates and provides PAT services.	\$ 26.47	\$13.00	190.00	\$ 7,499.49
Parents As Teachers Bilingual Facilitator	Provides bilingual PAT services.	\$ 26.00	\$3.65	625.00	\$ 18,531.25
Total Personnel Services (including fringe benefits)					\$ 83,884.43
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	

				\$ -
Total Client Costs				\$ -
Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
TBD	Psycho-education sessions for adolescents and families.	\$ 80.00	80	\$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	\$ 170.00	100	\$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	\$ 3,600.00	8	\$ 28,800.00
Total Contract Services				\$ 52,200.00
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Computer and Phone Costs	Computer/IT costs for 1.5FTE is \$375/month, phone costs are \$150/month.	\$ 525.00	6	\$ 3,150.00
				\$ -
Total Operating				\$ 3,150.00
Depreciation/Amortization				Annual Budget
Item	Description of Item			Total Amount Requested from BHA
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Renovations	Renovations at Gunnison County Family Serving buildings to increase family-centered services	\$ 1,750.00	10	\$ 17,500.00
				\$ -
Total Capital Costs				\$ 17,500.00
TOTAL DIRECT COSTS (TDC)				\$ 156,734.43
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				\$ 17,500.00
Total Expenses per OMB 2CFR § 200				\$ 17,500.00

MODIFIED TOTAL DIRECT COSTS (MTDC)			\$ 139,234.43
Indirect Costs			Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from BHA
Indirect Costs	10% Indirect Rate for Gunnison County	10%	\$ 13,923.44
Total Indirect			\$ 13,923.44
Grand Total Expenses			\$ 170,658.00

Match Requirement Chart: Size of Organization & Award amount			
Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	\$20,000,000 or more	5%	
small	less than \$20,000,000	2.5%	5.0%
Award of \$50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED**\$ 8,533.00****Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds**

Revenue Offset		Annual Budget
Client Services		
Medicaid Fee for Service Cash		
Medicaid Capitation Encounters		
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)*</i>		
BHA Indigent Encounters**		
3rd Party Insurance Cash Receipts		
Medicare Cash		
Self-Pay/Client Fees		
Cash from other Sources: (Specify below)		
Total Client Services		\$ -
<i>*The rate that your entity is receiving must be used to offset costs in this area</i>		
<i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>		
Matching Funds		
Contracts and Grants		
Non-Governmental Contracts		
Other State Revenue/Accrual		
Federal Grant Funds/Accrual		
Local Funds/Accrual		
Private Grant Funds/Accrual		
Public Support		
Private Support		
In-Kind Donations		\$ 8,729.45
Other Funds (Specify below)		
Total Contracts and Grants		\$ 8,729.45
Grand Total Revenue Offset		\$ 8,729.45
Net Cost		\$ 161,928.55

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form



COLORADO

Behavioral Health Administration

EXHIBIT B-2, FY25 ANNUAL BUDGET

Capacity Budget Template					
BHA Program	HB22-1281				
Contact Information					
Agency Name	Gunnison County		Program Contact Name, Title	Margaret Wacker, Community Health Manager	
			Phone	970-641-7913	
			Email	mwacker@gunnisoncounty.org	
Budget Period	07/01/2024 - 06/30/2025		Fiscal Contract Name, Title	Jody Wise, Accountant	
			Phone	970-641-7679	
			Email	jwise@gunnisoncounty.org	
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project		Date Completed	3/19/24	

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

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	\$ 50.51	\$16.25	104.00	\$ 6,943.04
Health Navigator - Bilingual	Provides navigation services for whole person health.	\$ 30.67	\$9.00	850.00	\$ 33,719.50
Family Navigator	Provides navigation services for whole person health.	\$ 34.51	\$15.37	390.00	\$ 19,453.20
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	\$ 29.58	\$9.86	208.00	\$ 8,203.52
Parents As Teachers	Coordinates and provides PAT services.	\$ 46.00	\$15.89	390.00	\$ 24,137.10
					\$ -
Total Personnel Services (including fringe benefits)					\$ 92,456.36
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Client Costs					\$ -

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
TBD	Psycho-education sessions for adolescents and families.	\$ 80.00	80	\$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	\$ 170.00	100	\$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	\$ 3,500.00	12	\$ 42,000.00
				\$ -
Total Contract Services				\$ 65,400.00
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Computer and Phone	Computer/IT costs for 1.0 FTE is \$250/month, phone costs are \$125/month.	\$ 375.00	12	\$ 4,500.00
Meeting Costs	\$10/meeting for Network Meetings and Trainings	\$ 10.00	12	\$ 120.00
				\$ -
Total Operating				\$ 4,620.00
Depreciation/Amortization				Annual Budget
Item	Description of Item			Total Amount Requested from BHA
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Capital Costs				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 162,476.36
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ 17,000.00
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				
Total Expenses per OMB 2CFR § 200				\$ 17,000.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 145,476.36
Indirect Costs				Annual Budget
Item	Description of Item	Percentage		Total Amount Requested from BHA

Indirect Costs	10% Indirect Rate for Gunnison County	10%	\$ 14,547.64
Total Indirect			\$ 14,547.64
Grand Total Expenses			\$ 177,024.00

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	\$20,000,000 or more	5%	
small	less than \$20,000,000	2.5%	5.0%
Award of \$50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED**\$ 8,851.00****Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds**

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)*</i>	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	\$ -
*The rate that your entity is receiving must be used to offset costs in this area	
**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	\$ 8,971.00
Other Funds (Specify below)	
Total Contracts and Grants	\$ 8,971.00
Grand Total Revenue Offset	\$ 8,971.00
Net Cost	\$ 168,053.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C-1 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*171 and with Contractor's solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
 - a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency,

Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

- 1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
- 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
- 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 4. A copy of this Contract and all its terms and conditions.
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** If federal grant dollars, the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.



EXHIBIT E-1 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Gunnison County**
- ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**
- iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**
- iv. The Federal award date is **May 18, 2021**.
- v. The subaward period of performance start date is **August 29, 2023**, and end date is **June 30, 2025**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	\$161,928.55	\$161,928.55	\$161,928.55
FY25 ARPA	\$168,053.00	\$168,053.00	\$168,053.00

- vii. Federal award project description: **To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs.**
- viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds**, and dollar amount is **\$3,828,761,790**.
- x. This award **not** for research & development.

- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
- 4) Subrecipient's approved indirect cost rate is **10%.**
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

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

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

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;

- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient UEI Number;
 - 7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization UEI Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's UEI Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END



EXHIBIT F-1 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to

comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	FY24 Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	\$161,928.55
PHI340	FY25 Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	\$168,053.00
Total			\$329,981.55

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

- 1.1** Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

- 2.1.4. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 2.1.9.2. Is not organized primarily for profit; and
- 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION.

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

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds
- c)

EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics ("NCES") School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*

- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased

access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI;

8.1.2.2. Subrecipient UEI if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's UEI as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of

employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

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

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance

from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

EVENT OF DEFAULT AND TERMINATION.

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Jonathan Houck Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: D9072877079D4CD...

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the

award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional

10. conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses

resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing

regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
- 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

**APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING
MODIFICATIONS FORM**

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date



STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 182014	eClearance#: 2307044
State Agency Colorado Department of Human Services Behavioral Health Administration	Contractor Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2024 \$232,486.00 Extension Terms None	Contract Performance Beginning Date The later of the Effective Date or July 1, 2023 Initial Contract Expiration Date June 30, 2024 Except as stated in §2.D , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 4 Years from its Performance Beginning Date.
Maximum Amount for All Fiscal Years \$232,486.00	
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act - C.F.D.A. 21.027	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10: Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: Yes Cyber/Net. Security-Privacy Liability Insurance: No Crime Insurance: No	Miscellaneous Authority to enter into this Contract exists in: C.R.S. §27-60-502. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): RFP 20230000171
State Representative Summer Gathercole, Deputy Commissioner of Operations, Behavioral Health Administration 710 Ash Street C140, Denver, CO 80246 303-866-2354 summer.gathercole@state.co.us	Contractor Representative Margaret Wacker, Community Health Manager Gunnison County 200 E. Virginia Avenue, Gunnison, CO 81230 970-641-7913 mwacker@gunnisoncounty.org

Exhibits The following Exhibits are attached and incorporated into this Contract: Exhibit A - Statement of Work Exhibit B - Budget Exhibit C - Miscellaneous Provisions Exhibit D - HIPAA Business Associates Addendum / QSOA Exhibit E - Supplemental Provisions for Federal Awards Exhibit F - SLFRF Subrecipient Provisions
Contract Purpose To establish/expand services to address local behavioral health needs along continuum of care, including services for children, youth, and families with severe needs.

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR

Gunnison County

DocuSigned by:

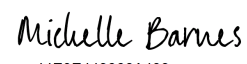
D9072877079D4CD...

By: Jonathan Houck, Chair of the BOCC

Date: 8/24/2023

STATE OF COLORADO

Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

DocuSigned by:

41E9E443868A493...

By: Michelle Barnes

Executive Director, Colorado Department of Human Services
Behavioral Health Administration

Date: 8/28/2023

2nd State or Contractor Signature if Needed

By: Name & Title of Person Signing for Signatory

Date: _____

LEGAL REVIEW

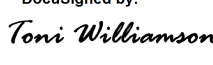
Philip J. Weiser, Attorney General

By: _____
Assistant Attorney General

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

D2A31DEB619C416...
By: _____
Andrea Eurich/Toni Williamson

Effective Date: 8/29/2023

-- Signature and Cover Pages End --



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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term



The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.



i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.



C. “Chief Procurement Officer” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. “Contract” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

F. “Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. “Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.

I. “Effective Date” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. “End of Term Extension” means the time period defined in §2.D.

K. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. “Extension Term” means the time period defined in §2.C.

M. “Goods” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.



N. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

O. “Initial Term” means the time period defined in §2.B.

P. “Party” means the State or Contractor, and “Parties” means both the State and Contractor.

Q. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. “PHI” means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth in § 24-72-102, et. Seq., C.R.S.

T. “Services” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.



U. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

W. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. “Subcontractor” means any third-parties engaged by Contractor to aid in performance of the Work.

Z. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

AA. “Work” means the Goods delivered and Services performed pursuant to this Contract.

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



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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.



ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount



If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Signature and Cover Pages for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor’s decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform



such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS



A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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



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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT



LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.



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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,



confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

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

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

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

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

G. Cyber/Network Security and Privacy Liability

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

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



H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

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

L. Public Entities

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

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than



15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable



and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.



c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by



the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.



ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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



applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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



E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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



K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.



(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.



U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,



C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

- i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

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

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

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



C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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



G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements



between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.



Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and



will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1E: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE <u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE Date: <u>SAMPLE ONLY – DO NOT SIGN</u>	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER <u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u>

**Exhibit A - Statement of Work
Children, Youth, and Family Behavioral Health Services
Grants**

**Article 1
Purpose and Target Population**

1.1 Purpose

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth-oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 Target Population

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

**Article 2
Definitions and Acronyms**

Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

Local Government means a county, municipality, city and county, or local education provider.

Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

Nonprofit Organization means an organization that is exempt from taxation under Section 501 (c)(3) of the federal "Internal Revenue Code of 1986, as amended.

Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

Statement of Work (**SOW**)

State Court Administrator's Office (**SCAO**)

Article 3

Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

- a. To expand Child, Youth, and Family (CYF) oriented behavioral health care services.
- b. To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
- c. To provide care navigation and coordination services.
- d. To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment;

- e. To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
- f. And to fund capital expenditures related to providing the above treatment services.

Article 4

Roles & Responsibilities

4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance. The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.

4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.

4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.

4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.

4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.

4.6 Contractor shall use the [CLAS Standards](https://thinkculturalhealth.hhs.gov/) (<https://thinkculturalhealth.hhs.gov/>) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.

4.7 Services shall be provided in English and Spanish.

4.8 Period of Performance

- a. Overall grant deadline to expend all funds December 30, 2024. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.
- b. State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.

4.9 **Annual Report.** Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

4.10 **Final Report.** Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

Article 5 Reporting, Deliverables, & Due Dates

5.1 Criteria for Acceptance of Deliverables

- a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
- b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
- c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 Deliverables Table

<i>Deadline</i>	<i>Article Where Assigned</i>	<i>Activity</i>
Within ten (10) days following each quarter ended September, December, March, and June	SOW, Article 6.1	SLFRF Quarterly Report on a template provided by the BHA.
June 15, 2024	SOW, Article 4.9	Annual Report
December 15, 2024	SOW, Article 4.10	Final Report
<i>Method of Report Delivery (emailed to cdhs_BHAdeliverables@state.co.us)</i>		

**Deadlines occurring after June 30, 2024, are contingent upon contract renewal.*

***Deliverables can be changed administratively.*

Article 6

Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

Article 7

Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

- a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
- b. For capital projects or investments exceeding \$50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
- c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
- d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
- e. Contractor agrees to allow BHA to conduct site visits as necessary.
- f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
- g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
- h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
- i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

- j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
- k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
- l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of \$5,000 or more at time of disposition.
- m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.
- n. The Contractor shall maintain property records for the duration of the award and at minimum three (3) years after final report which at a minimum include:
 - i. a description of the property
 - ii. a serial number or other identification number
 - iii. the source of funding for the property (including the FAIN)
 - iv. who holds title
 - v. the acquisition date(s)
 - vi. cost of the property
 - vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
 - viii. the location, use and condition of the property.
 - ix. Any ultimate disposition data including the date of disposal and sale price of the property.



COLORADO

Behavioral Health Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template

BHA Program	Children, Youth, Family Services Grants, HB22-1281				
Contact Information					
Agency Name	Gunnison County		Program Contact Name, Title	Margaret Wacker, Community Health Manager	
			Phone	970-641-7913	
			Email	mwacker@gunnisoncounty.org	
Budget Period	07/01/2023 - 06/30/2024		Fiscal Contract Name, Title	Jody Wise, Accountant	
			Phone	970-641-7679	
			Email	jwise@gunnisoncounty.org	
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project		Date Completed	6/9/2023	

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

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Hours on Project	Total Amount Requested from BHA
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	\$ 48.00	\$15.00	208.00	\$ 13,104.00
Health Navigator - Bilingual	Provides navigation services for whole person health.	\$ 27.00	\$4.00	1040.00	\$ 32,236.15
Family Navigator	Provides navigation services for whole person health.	\$ 27.81	\$4.92	520.00	\$ 17,019.60
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	\$ 26.47	\$8.00	520.00	\$ 17,924.92
Parents As Teachers Coordinator	Coordinates and provides PAT services.	\$ 26.47	\$13.00	520.00	\$ 20,524.92
Parents As Teachers Bilingual Facilitator	Provides bilingual PAT services.	\$ 26.00	\$3.65	520.00	\$ 15,418.00
					\$ -
Total Personnel Services (including fringe benefits)					\$ 116,227.59
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity		Requested from BHA
					\$ -
Total Client Costs					\$ -

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	Description of Work	Rate	Quantity	Requested from BHA
TBD	Psycho-education sessions for adolescents and families.	\$ 80.00	80	\$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	\$ 170.00	100	\$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	\$ 4,800.00	12	\$ 57,600.00
				\$ -
Total Contract Services				\$ 81,000.00
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Requested from
Computer and Phone Costs	Computer/IT costs for 1.5FTE is \$375/month, phone costs are \$150/month.	\$ 525.00	12	\$ 6,300.00
Meeting Costs	\$150/meeting for Network Meetings and Training Meetings	\$ 150.00	15	\$ 2,250.00
				\$ -
Total Operating				\$ 8,550.00
Depreciation/Amortization				Annual Budget
Item	Description of Item			Total Amount Requested from BHA
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Renovations	Renovations at Gunnison County Family Serving buildings to increase	\$ 2,500.00	10	\$ 25,000.00
				\$ -
Total Capital Costs				\$ 25,000.00
TOTAL DIRECT COSTS (TDC)				\$ 230,777.59
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ 32,000.00
Rent				\$ -
Equipment (over \$5000)				\$ -
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				\$ 25,000.00
Total Expenses per OMB 2CFR § 200				\$ 57,000.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 173,777.59
Indirect Costs				Annual Budget
Item	Description of Item	Percentage		Requested from BHA
Indirect Costs	10% Indirect Rate for Gunnison County	10%		\$ 17,377.76
Total Indirect				\$ 17,377.76

Grand Total Expenses			\$ 248,155.00
Match Requirement Chart: Size of Organization & Award amount			
Match Requirement	Organization Annual Budget Size	Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	\$20,000,000 or more	5%	5.0%
small	less than \$20,000,000	2.5%	
Award of \$50,000 or less	any size	0%	
MATCH AMOUNT REQUIRED			\$ 12,407.75
Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds			
Revenue Offset			Annual Budget
Client Services			
Medicaid Fee for Service Cash			\$ -
Medicaid Capitation Encounters			\$ -
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable</i>			\$ -
BHA Indigent Encounters**			\$ -
3rd Party Insurance Cash Receipts			\$ -
Medicare Cash			\$ -
Self-Pay/Client Fees			\$ -
Cash from other Sources: (Specify below)			\$ -
			\$ -
			\$ -
Total Client Services			\$ -
<i>*The rate that your entity is receiving must be used to offset costs in this area</i>			
<i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>			
Matching Funds			
Contracts and Grants			
Non-Governmental Contracts			\$ -
Other State Revenue/Accrual			\$ -
Federal Grant Funds/Accrual			
Local Funds/Accrual			\$ -
Private Grant Funds/Accrual			
Public Support			\$ -
Private Support			\$ -
In-Kind Donations			\$ 15,669.00
			\$ -
Other Funds (Specify below)			\$ -
			\$ -
			\$ -
Total Contracts and Grants			\$ 15,669.00
Grand Total Revenue Offset			\$ 15,669.00
Net Cost			\$ 232,486.00
The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form			

Exhibit C

Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*171.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such

that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 4. A copy of this Contract and all its terms and conditions.
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** **If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



EXHIBIT D

HIPAA BUSINESS ASSOCIATE / 42 PART 2

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

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

e. Impermissible Uses and Disclosures.

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

f. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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

m. Audit, Inspection and Enforcement.

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

n. Appropriate Safeguards.

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

o. Safeguard During Transmission.

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

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
 - ii. The Associate:
 - A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

- B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
 - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
 - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R. Part 2.
 - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
 - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.
- i. Reserved.



EXHIBIT E - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Gunnison County**
- ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**.
- iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**.
- iv. The Federal award date is **May 18, 2021**.
- v. The subaward period of performance start date is **July 1, 2023**, and end date is **June 30, 2024**.
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	\$232,486.00	\$232,486.00	\$232,486.00

- vii. Federal award project description: **To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs.**
- viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds**, and dollar amount is **\$3,828,761,790**.
- x. This award **not** for research & development.

- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
- 4) Subrecipient's approved indirect cost rate is **10 %.**
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **90** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

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

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

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1. Awards may be in the form of:
 - 1.1.1.2. Grants;
 - 1.1.1.3. Contracts;

- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient UEI Number;
 - 7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization UEI Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's UEI Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

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EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	\$232,486.00
Total			\$232,486.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

- 1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

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

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- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

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- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

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

6. REPORTING.

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

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

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EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics ("NCES") School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects**All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
- i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

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

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

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- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

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- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

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- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

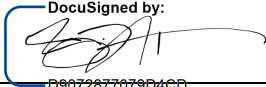
As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature:  8/24/2023
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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
 - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
 - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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**APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING
MODIFICATIONS FORM**

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Fundi

Action Requested:

Parties to the Agreement:

Term Begins: January 1, 2025

Term Ends:

Grant Contract #:

Summary:

We are receiving an additional 22,000 from CDPHE for Community outreach for Cancer Screening through our WWC Program

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/1/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/4/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/4/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/7/2024

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/19/2024



COLORADO

**Department of Public
Health & Environment**

To: Gunnison Health and Human Services

From: Emily Kinsella, WWC Section Manager

Date: October 24, 2024

Subject: Cancer Prevention and Early Detection Community Outreach Budget for Fiscal Year 2024-2025

The Cancer Prevention and Early Detection (CPED) team is pleased to announce your organization has been awarded funding for **planning** for the Community Outreach (TCO) strategy effective January 1, 2025. This strategy will be added to your Action Plan and your Fiscal Year 2024-2025 (FY25: June 30, 2024 to June 29, 2025) contract will be modified to add the funding.

CPED is able to offer your organization the following TCO funds for the FY25 budget period:

The Community Outreach (TCO) Strategy budget (including indirects)	Direct Costs: \$19,130.43 Indirects: \$2,869.56 Total Increase: \$22,000.00	Your organization may have up to this amount in indirect costs, however, organizations that use the Modified Total Direct Costs (MTDC) as the base for their indirect rate, including those who are using the de minimis (10% of MTDC) rate must exclude indirect costs for equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, participant travel costs, and subcontractor costs in excess of \$25,000.00 when calculating indirect costs. Indirect rate calculations are based on the current indirect rate on file with CDPHE or the de minimis rate if your organization has never had a negotiated indirect rate.



NEW TOTAL CONTRACT BUDGET AMOUNT (with addition)	\$39,066.00	Please note that the final amount included in the contract budget will be rounded to the nearest whole dollar and may differ slightly from this amount due to negotiations and corrections.

FY25 Budget Revision Negotiation and Contract Modification Steps

- By end of day **Monday, November 11th**: Submit a draft budget revision to your CPED Organization Lead (Kris McCracken).
 - Utilize the attached budget modification template which has been pre-populated with your organization's current FY25 budget.
 - Please complete column J of the template to indicate where you would like increases. You may also add new budget lines.
 - Reference the appropriate [Budget Guidance document](#) (Health Systems [including Government Organizations]).
 - You may also make any other budget adjustments that may be needed.
- Please [use this link](#) to schedule with Kris McCracken. If you are unable to access this link, please email Kris McCracken (kris.mccracken@state.co.us) to schedule an appointment.
- Before **November 11, 2024**: Please ensure that your organization's Primary Program Contact, Contract Administrator, Signature Authority and DocuSign Contact are correct in the Agency Management System.
- Budget revisions will be reviewed by WWC's fiscal officer and may be adjusted slightly to meet formatting and description requirements. You may also be asked for additional revisions. Your CPED Organization Lead will send you the final version of your budget revision once it is approved.
- Prevention Services Division (PSD) contracting staff will create and route contract modifications.

Please be aware that your organization may not use these additional funds until the contract modification has been signed by all parties and is fully executed by the State Controller.

Contact your CPED Organization Lead with any questions.





COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing #

Version 6.2024

Contractor Name	Gunnison Health and Human Services	Program Contact Name, Title, Phone and Email	Amelia Meyer, Family Planning Clinic Coordinator, 970-641-7952, ameyer@gunnisoncounty.org
Budget Period	6/30/2024 - 6/29/2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS)	Contract/Encumbrance Number	CT FHLA 2023*2298

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Clinical Services Manager	Provide leadership and assistance	\$1,210.60		\$1,210.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations	\$780.53	\$2,200.00	\$2,980.53
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations	\$780.53	\$1,220.00	\$2,000.53
Women's Health Clinic Coordinator	Clinic Coordinator, Will identify and contact clients who may be eligible for HCNS. Will enroll clients an enter HNCS data in eCast. Consult with PA/NP on supplies and clients.	\$6,359.70	\$13,100.00	\$19,459.70
Health Navigator	Bilingual Health Navigation for clients with Limited English Proficiency	\$0.00	\$2,989.16	\$2,989.16
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Personal Services (including fringe benefits)		\$9,131.36	\$19,509.16	\$28,640.52
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Operating/supplies	Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: Clinic supplies that aid in treatment of cancer screening and prevention, education materials, Items to support operations.	\$2,350.00		\$2,350.00
Participant support costs	Gift cards (10 x \$30) to reduce the barrier of adult or child care costs or food or grocery gift cards to reduce barriers to screening.	\$300.00	\$300.00	\$600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Supplies & Operating Expenses		\$2,650.00	\$300.00	\$2,950.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE

Item	Description of Item and Justification for Revision			
Meals	Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is \$69 per person per day x 5 of days ☐	\$345.00		\$345.00
Mileage	Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is \$.67/mile x 500 miles ☐	\$335.00		\$335.00
Lodging	Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 number of people @ \$140/night. x 6 number of nights. ☐	\$840.00		\$840.00
Participant travel expenses	Taxi, Uber and Lyft vouchers (5 x \$20) or gas cards (5 x \$20) to assist participants in traveling to health system for screening. ☐	\$200.00		\$200.00
Airfare	Estimate of airfare or mileage to travel to Womens Wellness conference☐	\$558.00		\$558.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Travel		\$2,278.00	\$0.00	\$2,278.00
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contractual		\$0.00	\$0.00	\$0.00
SUB-TOTAL BEFORE INDIRECT		\$14,059.36	\$19,809.16	\$33,868.52
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			
Federal Negotiated Indirect cost rate				\$0.00
CDPHE Negotiated Indirect Cost Rate	Indirect costs. Gunnison County's approved indirect cost rate is 15% effective 2024.☐	\$2,226.11	\$2,971.37	\$5,197.48
De Minimis Indirect Cost Rate				\$0.00
Total Indirect		\$2,226.11	\$2,971.37	\$5,197.48
TOTAL		\$16,285.47	\$22,780.53	\$39,066.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Prowers County; Healt

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Prowers County and Gunnison County

Term Begins: January 1, 2025

Term Ends:

Grant Contract #:

Summary:

This MOU is developed in partnership between Prowers County and Gunnison County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Gunnison County, Colorado.

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 11/5/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/5/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Gunnison County, Colorado (“Gunnison County”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gunnison County shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Gunnison County, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Gunnison County, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of Gunnison County (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gunnison County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gunnison County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2025 for the period of 12 months, ending December 31, 2025.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 “Other CW” calls will equal 1 report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, “Other CW”, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Gunnison County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Gunnison County may request. Gunnison County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gunnison County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2025 – Dec 2025	52
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	52
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	4
Rate per Report	\$ 25.00
Estimated Investment for C/W Reports	\$ 100.00
Estimated number of APS reports Jan 2025 – Dec 2025	8
Rate per APS Report	\$ 25.00
Estimated Investment for APS reports	\$ 200.00
Total Investment for Call Coverage services	\$ 300.00

6. Gunnison County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Gunnison County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Gunnison County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gunnison County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Gunnison County. Gunnison County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gunnison County's Trails Inbox. HCCC will notify Gunnison County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Gunnison County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gunnison County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Gunnison County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Gunnison County main Department of Human Services number. Gunnison County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Gunnison County, HCCC will transfer the call to an Gunnison County on-call designee. If the Gunnison County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Gunnison County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF GUNNISON COUNTY

1. Gunnison County will provide an updated list of on-call Gunnison County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Gunnison County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Gunnison County will notify the HCCC of any special circumstances where Gunnison County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Gunnison County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Gunnison County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2025 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2026 providing for payment of such obligations. Gunnison County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #1; Agreement of Services; SITA Informat

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: SITA

Term Begins: 1/1/2025

Term Ends:

Grant Contract #:

Summary:

SITA software renewal/extension for GUC common use systems

Fiscal Impact: \$49,032 annually for 2 more years

Submitted by: Chris Lindner

Submitter's Email Address: clindner@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/13/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☒ Consent Agenda ☐ Regular Agenda ☐ Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

AMENDMENT ONE

This Amendment One hereinafter referred to as the “Amendment” is to the Agreement for Services, dated 21 December 2021 (hereinafter referred to as the “Agreement”) between **Board of County Commissioners, Gunnison County, Colorado**, a body corporate and politic with an address of 200 E. Virginia Ave., Gunnison, CO 81230 (hereinafter referred to as “County”) and **SITA Information Networking Computing USA Inc.** a Delaware corporation located at 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339 (hereinafter referred to as “SITA”).

WHEREAS: County and SITA have entered into the Agreement for Services for common/shared use passenger processing and information equipment and systems (the “Services”), dated 21 December 2021 at the Gunnison-Crested Butte Regional Airport, 519 Rio Grande Avenue, Gunnison, CO 81230, (hereinafter referred to as “GUC”), which continued for 37 months, expiring on 31 December 2024; and

WHEREAS: now the parties wish to continue the Agreement for an additional 24 months effective January 1, 2025 (“Effective Date”) through December 31, 2026 as provided herein; and

NOW THEREFORE, in consideration of the premises and the mutual understanding set forth below, the parties hereto agree to amend the Agreement on the Effective Date as follows:

Duration

1. Section 4 of the Agreement is hereby replaced in its entirety and replaced with the following:
 4. *This Agreement is here after extended for 24 months remaining in full force, subject to the provisions of paragraph 5 below, and effect to end on December 31, 2026. Thereafter, this Agreement may be renewed annually, upon ninety (90) days written authorization of the County, for successive periods of 12 months (each a “Renewal Term”), unless either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the initial Term or any Renewal Period.*

Pricing Schedule

1. Section 5.2 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 5.2 *Effective January 1, 2025 (“Effective Date”), the County agrees to pay monthly service fees for the extended Term of the Agreement of Four Thousand and Eighty-six and no/100 U.S. Dollars (\$4,086.00) (the “Monthly Service Fee”). Following the Effective Date, SITA shall invoice the County for the Monthly Service Fee and the County shall pay the invoice within thirty (30) days of its receipt. County. County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.*

General

1. Except as expressly amended and supplemented by this Agreement, all the terms and conditions of the Agreement, shall remain unmodified and in full force and effect.
2. This Amendment shall form part of the Agreement.
3. In the event of any contradiction or express inconsistency between the terms and conditions of this Agreement and the Agreements, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the County and SITA have caused this Amendment One to be executed by their duly empowered representatives:

**SITA INFORMATION NETWORKING
COMPUTING USA Inc.**

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AGREEMENT FOR SERVICES
BETWEEN GUNNISON COUNTY AND SITA INFORMATION NETWORKING
COMPUTING USA INC.**

THIS AGREEMENT ("Agreement") is effective as of the 21st day of December, 2021 by and between **SITA Information Networking Computing USA Inc.**, a foreign corporation with an address of 3100 Cumberland Blvd. SE, Suite 900, Atlanta, GA 30339 (hereinafter "Contractor" or "SITA") and the **Board of County Commissioners, Gunnison County, Colorado**, a body corporate and politic with an address of 200 E. Virginia Ave., Gunnison, CO 81230 (hereinafter "County").

RECITALS

WHEREAS, the County has the need for installation of common/shared use passenger processing and information equipment and systems (the "Services") at the Gunnison-Crested Butte Regional Airport, 519 Rio Grande Avenue, Gunnison, CO 81230; and

WHEREAS, Contractor is authorized to do business in the State of Colorado and is in the business of supplying common/shared use passenger processing and information equipment and systems in the airline industry; and

WHEREAS, this Agreement shall govern the relationship between Contractor and County in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and the following promises Contractor and County agree as follows:

AGREEMENT

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1. **"Agreement"** means this cloud computing Agreement between County and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the County and Contractor.
 - 1.2. **"Contractor Data"** shall mean solely data generated relating to performance of Contractor's systems and Services and excludes any County Data. Contractor Data shall include data of all kinds and formats, standard or native, raw or processed or derived, individual or aggregate, discrete or continuous, as well as metadata.
 - 1.3. **"County Data"** means proprietary and/or public data, files, information documents, or material provided or submitted by the County or any User which is

created, installed, uploaded, accessed or displayed through or transferred via the Site and Software or produced by the County or any User utilizing the Service or Software.

- 1.4. **“Data Incident”** means any accidental or deliberate event that results in or constitutes unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the County. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a County system or County information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a County system for the processing or storage of data; or (iv) changes to County system hardware, firmware, or software characteristics without the County’s knowledge, instruction, or consent. It shall also include any actual unauthorized access to or acquisition of computerized County Data that compromises the security, confidentiality, or integrity of the County Data, or the ability of County to access the County Data.
- 1.5. **“Deliverables”** means any reports, drawings, results, conclusions, or other writings or products produced by the Contractor for the County in performance of this Agreement or produced by the County using the Service or Software.
- 1.6. **“Documentation”** means all generally available documentation relating to the Services, including all user manuals, operating manuals, and other instructions, specifications, documents, and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the Services or Software, including any functionality, testing, operation, or use thereof.
- 1.7. **“Downtime”** means any period of time of any duration that the Services are not made available, in full or in part, by Contractor to County for any reason, including scheduled maintenance or Enhancements.
- 1.8. **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.9. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.10. **“PCI”** means payment card information including any data related to credit card

holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

- 1.11. **"PII"** means personally identifiable information including, without limitation, any information maintained by the County about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- 1.12. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act. If this Agreement involves the transmission of PHI a separate Business Associates Agreement will become a part of this Agreement.
- 1.13. **"Project"** means the installation and implementation of a shared common use equipment and software at the Gunnison-Crested Butte Regional Airport (GUC).
- 1.14. **"Proposal"** means the proposal dated September 30, 2021 submitted by Contractor to County in response to County's need for implementation of the Project at GUC.
- 1.15. **"Protected Information"** includes, but is not limited to, personally-identifiable information such as, protected health information or individual financial information and other data defined under §24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the County.
- 1.16. **"Service"** means all services provided by the Contractor's computing solutions and software developed and provided to the County pursuant to this Agreement, that provide the functionality and/or produce the results described in the Proposal, including without limitation all Enhancements thereto and all interfaces.
- 1.17. **"Service Schedule"** means the document provided by the Contractor to the County on October 19, 2021 and titled "SITA CUTE.APVe Statement of Work_v.3."
- 1.18. **"Site"** means all sites or zones created for County and County's Users of the

Service as described in the Proposal as the platform Flex, as well as future sites developed pursuant to this Agreement.

- 1.19. **“Software”** means the SITA Flex Hybrid system and any additional modules, features, functionality, upgrades and updates provided as part of this Agreement.
- 1.20. **“Third Party Host”** means that the servers where the Contractor’s software resides is at physical location which is not controlled by the Contractor, sometimes called “managed hosting” for example, Amazon Web Service.
- 1.21. **“User”** means the County’s employees, representatives, consultants, contractors or agents, non-County partners and other persons using the Services provided by this Agreement, including all airlines and authorized personnel operating out of GUC.

2. **INSTALLATION AND IMPLEMENTATION SCHEDULE.**

- 2.1. The parties agree that Contractor will implement the infrastructure described in the Proposal, attached as Exhibit A, the Service Schedule, attached as Exhibit B (the Proposal and Service Schedule together making the “Scope of Work” or “SOW”) and in line with the Purchase Order, separately entered into by the parties and dated October 21, 2021 (the “PO”), attached as Exhibit C, to provide delivery of equipment, installation of necessary hardware, perform necessary testing and provide training to GUC onsite technicians, that ensure the SITA Flex system is operational at GUC **December 15, 2021**, which shall be amended if the Software is not accepted by the County as described below in Section 2.2 (the “Commencement Date”).
- 2.2. During the implementation of the Software, the County may test and evaluate the Service to validate that the Software materially conforms, to the specifications outlined in the SOW. If at any time the Software does not conform to said specifications, the County will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming Software within fifteen (15) days after receipt of the County’s notice of deficiency. The foregoing procedure will be repeated until the County accepts or finally rejects the Software, in whole or part, in its sole discretion. In the event that the Software does not perform to the County’s satisfaction, the County reserves the right to repudiate acceptance and terminate this Agreement in its sole discretion.
- 2.3. The Contractor may also perform services, referred to as “Additional Services”, in excess of the requirements of the SOW upon the County’s prior written consent. Change orders and additional SOWs will be provided as needed to document such Additional Services. The Contractor shall only be compensated for any such Additional Services once authorized in writing, in advance, by the County.

3. **RIGHTS AND LICENSE IN AND TO DATA.**

- 3.1. During the Term, as set forth below, Contractor grants the County and Users the right to access the Services and Software via the internet under and subject to the terms in this Agreement. The Services and Software shall contain the functionality as described in the SOW, and the Contractor shall provide hosting, maintenance, support and recovery services as described in Sections 6 and 7 below, the Service Level Agreement (SLA).
- 3.2. During the Term, as set forth below, Contractor hereby grants to the County a non-transferrable, non-exclusive, limited, license to use the Services and Software, or any component thereof, in their original form and version, for the purposes herein, which includes allowing the County and Users to upload, modify, view and copy their respective data that is accessed and displayed. Additionally, Contractor grants the County a non-exclusive, non-transferrable, limited license to prepare, reproduce, print, download, a reasonable number of copies of the Documentation during the Term as may be necessary for any of the Services or Software under this Agreement. The County shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, other than Users as permitted by this Agreement, the Software in any way; (ii) modify or make derivative works based upon the Software except those required to enable integration of the Software with County's third party software and equipment; or (iii) reverse engineer or access the Software, build a product using similar ideas, features, functions or graphics of the Software or copy any ideas, features, functions or graphics of the Software that are specific only to the Software. Contractor's name, logo and the product and module names associated with the Software are trademarks of the Contractor and no right or license is granted to use them.
- 3.3. There is no limit on the number of Users to the Software or Services during the Term. Contractor will make all modules of the Software available with unlimited usage and unmetered data capacity for every environment in which the Software operates during the Term. There shall be access and permission requirements which shall apply to the County and all Users when accessing the Software and Services.
- 3.4. The parties agree that as between them, all rights in and to County Data shall remain the exclusive property of County or originating User, and Contractor has a limited, nonexclusive license to access and use County Data as provided in this Agreement.
- 3.5. County hereby grants Contractor a royalty-free, limited, irrevocable, non-exclusive, transferrable license to use, copy, distribute, or archive the County Data for the purpose of analyses, or for anonymized, aggregate use in products distributed to Contractor's customers, and the creation of performance and industry reports.

- 3.6. The parties agree that as between them, all rights in and to Contractor Data shall remain the exclusive property of Contractor, and County has a limited, nonexclusive license to access and use Contractor Data as provided in this Agreement.
- 3.7. Contractor hereby grants the County a royalty-free, revocable, non-exclusive, non-transferrable license to use Contractor's Data for County's internal business purposes.
- 3.8. All County Data created and/or processed by the Service is and shall remain the property of the User or the County and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the County Data without the express written permission of the User or County and may not include Protected Information.
- 3.9. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 3.10. Except as otherwise provided in the Agreement, Contractor and its subcontractors and suppliers hereunder shall retain all Intellectual Property Rights, including proprietary rights, in and to all Services and Software provided hereunder ("Licensed Services") that is not provided by a third-party. Contractor hereby retains all Intellectual Property Rights, including right, title, and interest in and to the Licensed Services, including but not limited to the software, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered) and trade secrets and all other similar proprietary rights associated therewith which are provided by Contractor, which shall include without limitation: (a) the source code of any software included in the hardware, where applicable; and (b) all modifications, extensions, upgrades, and derivative works of Contractor's Licensed Services. The County is not authorized to change, reconfigure, reverse engineer or in any way modify Licensed Services without Contractor's consent. Third-party software shall be subject to such third-party's terms and conditions.
4. **TERM.** This Agreement shall commence upon the Commencement Date and subject to the provisions of paragraph 5 below, shall continue for an initial period of three (3) years. Thereafter, this agreement may be renewed annually, upon ninety (90) days written authorization of the County, for successive periods of 12 months (each a "Renewal Term"), unless either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the initial Term or any Renewal Period.
5. **PRICING SCHEDULE.**
 - 5.1. As provided under the Purchase Order ("PO") by and between the parties, The County agrees to pay a one-time charge for equipment and hardware installation

as necessary to use the Software as well as SITA Flex Software training to County and GUC personnel to successfully implement the Services, of One Hundred Seventy-Three Thousand Six Hundred Forty-One and 84/100 (\$173,641.84) (the "Initial Fee"). Pursuant to the PO, Eighty Seven Thousand Five Hundred Sixty and 89/100 U.S. Dollars (\$87,560.89) of the Initial Fee was paid to Contractor to secure the equipment necessary for the Services, and that equipment is currently stored at GUC.

- 5.2. The County agrees to pay monthly service fees for the Term of the Agreement of Four Thousand Four Hundred Fourteen and 20/100 U.S. Dollars (\$4,414.20) (the "Monthly Service Fee"). Following the Commencement Date, SITA shall invoice the County for the Monthly Service Fee and the County shall pay the invoice within thirty (30) days of its receipt. County. County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.
- 5.3. The Monthly Service Fee includes all fees for all Services provided pursuant to this Agreement, including the remote support services and licenses described in the SOW. Contractor's support representatives will not perform additional billable services, that would require reimbursement beyond the Monthly Service fee, without the County's prior written consent.
- 5.4. Additional equipment not initially part of the PO or SOW and the Initial Fee, may be purchased upon terms and conditions agreed upon by the parties. If additional equipment is purchased, the Monthly Service Fee will increase and some Services identified in this Agreement shall be provided at an additional cos
- 5.5. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (§ 29-1-101, et. seq., C.R.S.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). The parties agree that (i) the County does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the County.
- 5.6. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be

returned to County.

- 5.7. There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the County.
- 5.8. The County shall provide to Contractor, at no cost, all necessary clearances and permits necessary to install and deliver the Services pursuant to this Agreement. If such costs are paid for directly by the Contractor, the County shall reimburse Contractor the actual cost.
- 5.9. The County is a tax-exempt entity under the laws of the State of Colorado and this purchase qualifies for sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid for directly by a government agency.

6. **SCOPE OF SERVICES, SUPPORT AND CONTRACTOR RESPONSIBILITIES.**

- 6.1. Contractor, with input from, and in coordination with, the County's IT Department or other designated supervisory personnel (the "Manager") agrees to provide the Services listed and perform the technology related services described in the SOW.
- 6.2. The Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth in the SOW.
- 6.3. By signing below, Contractor represents that it has the expertise and personnel necessary to properly and timely perform the technology related services and the Services required by this Agreement, based on the mutually agreed schedule.
- 6.4. The Contractor shall perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 6.5. Contractor shall adhere to the County's established policies for airport identification and badging and shall comply with all necessary and reasonable paperwork, screenings and other requests related to obtaining such clearance. Internal corporate or Contractor user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
 - 6.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)

- 6.5.2. Account credential lifecycle management from instantiation through revocation
- 6.5.3. Account credential and/or identity store minimization or re-use when feasible
- 6.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)
- 6.6. Contractor, through its actions, shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the County.
- 6.7. The Contractor may retain, hire and contract with outside subcontractors in the provision of Services under this Agreement however no such agreement or contract shall be entered into without the prior written consent of the County. Requests for approval shall be made in writing. As the County is relying on Contractor's represented professional qualifications in entering into this Agreement the following shall apply:
 - 6.7.1. The County shall, in its discretion and upon reasonable and articulable grounds, be able to reject a subcontractor as unqualified or unsuitable, limit the number of subcontractors utilized or limit the percentage of Services performed by subcontractors.
 - 6.7.2. All approved subcontractor contracts must contain a valid and binding provision that the subcontractor waives any and all rights to make any claim of payment against the County or to file any lien or encumbrance against County property arising out of performance of this Agreement and the subcontract.
 - 6.7.3. Nothing in this Section or any other provision of this Agreement shall create any contractual relationship between the County and any subcontractor. The County's approval of a subcontractor shall not create in that subcontractor a right to any subcontract and it does not relieve the Contractor of its responsibilities under this Agreement.

7. **SERVICE LEVELS.**

- 7.1. This section shall have the following definitions.
 - 7.1.1. "Maintenance Window" is the designated period of time for performing planned system maintenance, including but not limited to, Enhancements.
 - 7.1.2. "P1" is a Critical issue having a fatal impact or crucially important to the

business and customers. Examples of P1s include: an unplanned outage of the Service or if key functionality is not working or available, a showstopper for a new release or upgrade or acceptance of a new code/feature is a P1

- 7.1.3. “P2” is a High Priority issue that impacts a function of the application that either has (i) a severe impact to a critical function that materially impacts GUC’s ability to conduct routine business or to meet GUC’s own service levels; or (ii) a subset of Users but not all Users are negatively impacted, causing an extreme degradation in productivity or use. No workaround exists for a High Priority issue.
- 7.1.4. “P3” is a Medium Priority issue that affects any GUC business process or function that does not qualify as a Critical or High Priority issue. The issue may involve production or non-production systems. If a workaround exists for the issue, it is either laborious or inefficient.
- 7.1.5. “P4” is a Low Priority incident, a minor issue that does not adversely impact any process or function that may be seen more as an inconvenience that requires a minor workaround to restore functionality.
- 7.1.6. A “Service Credit” is a dollar credit that Contractor will credit back to the County’s account.
- 7.1.7. “Uptime” includes all aspects of a working solution, with no distinction between application, database, data center components etc. Uptime applies individually to all Services, including access capabilities by any User, for every environment. Uptime calculation excludes downtime associated with scheduled maintenance and upgrade periods including Enhancements.
- 7.2. Contractor shall perform all scheduled maintenance and Enhancements outside of operational hours for GUC, which are 4:00 AM MST to 11:00 PM MST (“Maintenance Window”). In the event a scheduled Maintenance Window will last more than three (3) hours, then Contractor will provide two (2) weeks prior written notice of what to expect and details on the maintenance or Enhancement. In such an instance, the County can select a specific window of time for the maintenance or Enhancement to occur in.
- 7.3. Contractor’s guaranteed monthly Uptime percentage for the County is minimally 98.5%.
- 7.4. Contractor shall meet the following support response and resolution schedule.

Table 1: Support Response and Resolution Prioritization Schedule			
<u>Priority</u>	<u>Description</u>	<u>Target Response Time</u>	<u>Target Resolution Time</u>
P1	Critical Priority/Outage	15 minutes (clock hours)	2 hours (clock hours)

P2	High Priority	1 hour (business day hours)	4 business hours
P3	Medium Priority	same day	2 business days
P4	Low Priority	3 business days	2 calendar weeks

7.5. Contractor shall provide notice as soon as reasonable when any of the metrics above are not met or are anticipated to not be met.

7.6. Service Credits shall be issued as follows.

7.6.1. 2% credit of one (1) Monthly Service Fee, any month for:

- (i) Security – a failure to comply with the security requirements set forth in Section 9 of this Agreement.
- (ii) Availability – if target is not met.

7.6.2. 2% credit of one (1) Monthly Service Fee, any month for:

- (i) Support Response and Resolution – for failure to achieve 90% of the target response or resolve times within the response/resolve time requirements listed in Table 1 above.
- (ii) Scans and Audits – failure to perform the audit scans required per Section 9 of this Agreement.

7.7. The following failures shall constitute a Substantial Breach per Section 12 of this Agreement.

7.7.1. Failure to meet availability or Support Response/Resolution targets per month in any three (3) months during a six (6) month period.

7.7.2. Data breach caused solely by the actions or inactions of Contractor.

8. **DATA PRIVACY.**

8.1. Contractor will use County Data only as provided in this Agreement, which include fulfilling its duties under this Agreement and for County's and User's sole benefit and will not share County Data with or disclose it to any Third Party without the prior written consent of County or User, as applicable, as provided hereunder, or as otherwise required by law. By way of illustration and not of limitation, Contractor will not engage in "data mining" of County Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by County.

8.2. Contractor will maintain the confidentiality of all County Data.

9. **DATA SECURITY AND INTEGRITY.**

9.1. Contractor shall provide physical and logical protection for all hardware, software, applications and data, including any third-party software, which are under the sole control of Contractor and used in connection with Services, such that it meets industry standards. Contractor shall comply with all applicable federal and state rules and regulations related to overall security and privacy.

9.2. County shall be responsible for providing physical and logical protection for all hardware, software, applications and data, including any third-party software, which are under the sole control of County and used in connection with Services, such that it meets industry standards. County shall comply with all applicable federal and state rules and regulations related to overall security and privacy.

9.2.1. County is responsible for ensuring that County Data shall be maintained on the Site in a secure environment to prevent unauthorized access, use or disclosure including industry-accepted firewalls, up-to-date antivirus software, and controlled access to the physical location of any hardware that contains County Data. Contractor shall be responsible for industry standard security measures regarding its processing of any County Data.

9.3. Contractor warrants that all County Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon standard or National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

9.4. Contractor shall promptly report all Data Incidents which impact the County and result in unauthorized disclosure or loss of data integrity.

9.5. Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident affecting the County:

9.5.1. A quarterly standard vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. Scan to be performed on best effort basis. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

9.5.2. Contractor will provide County with summary information regarding the reports or other documentation resulting from the above audits, certifications, scans and tests within thirty (30) business days of Contractor's receipt of such results.

- 9.6. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will advise County as to the general nature of any modifications that it has made. Contractor will respond to questionnaires to County to address any concerns. Contractor shall have no obligation to provide County or its representatives with information or access to systems or data that could directly or indirectly compromise the confidentiality or security of other Vendor customers' data and non-public information.
- 9.7. No payment card processing is occurring pursuant to this Agreement by either Contractor or the County. Any such use of the Software is expressly acknowledged by both parties as being unauthorized and outside the scope of work covered by this Agreement. The County will take reasonable measures to prevent its own network infrastructure from use for any form of payment card processing. The County will inform all Users of this provision in writing and will instruct all Users to utilize their own applications to process any payment card transactions.
- 9.8. The Parties agree that the Service is not designed for any collection or processing of credit card data using keyboard key-strokes or any MSR (magnetic swipe reader) on keyboards, standalone units, or in kiosks or bag drops and as such is not authorized by Contractor. County agrees that it shall not, and it shall instruct all Users to not, in any circumstances use the Service for any such collection or processing of credit card data. Contractor has no responsibility and no liability for any claim or demand arising from a third party that is a direct result of the County or User collecting or processing credit card data using any such keyboard key-strokes and/or MSR in connection with the Services provided at GUC. For the avoidance of doubt, this exclusion does not apply to any MSR physically incorporated into a chip and pin payment terminal that is PCI PTS compliant, encrypts data, and uses EMV chip card technology.
- 9.9. Contractor shall have a commercially reasonable written business continuity plan that complies with applicable laws and is designed to ensure Contractor's ability to perform its ongoing obligations under this Agreement and maintain the confidentiality, security and integrity of the Confidential Information of the County.
10. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA.**
- 10.1. Except as otherwise expressly prohibited by law or if impracticable based on the sole discretion of Contractor, Contractor will notify County in writing immediately upon receiving notice of any such request to disclose data that may include County Data and prior to making any such disclosure. Contractor will (i) consult with County regarding its response; (ii) cooperate with County's reasonable requests in connection with efforts by County to intervene and quash or modify the legal order, demand or request; and (iii) upon County's request,

provide County with a copy of its response.

- 10.2. If County receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, County will promptly provide a copy to Contractor. Contractor will supply County with copies of data required for County to respond within forty-eight (48) hours after receipt of copy from County and will cooperate with County's reasonable requests in connection with its response.

11. **DATA INCIDENT RESPONSE.**

- 11.1. The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation which Contractor shall review annually. If the Contractor becomes aware of any Data Incident, it shall notify the County promptly and in accordance with applicable law and cooperate with the County regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the County. The Contractor shall cooperate with the County to satisfy notification requirements as currently defined in either federal, state, or local law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future and implementing a remediation plan at no additional cost to the County.
- 11.2. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident. Contractor will provide notice that a Data Incident has occurred and a summary report with sufficient information to make any required regulatory filings upon resolution of the issue.
- 11.3. Contractor, at its expense, shall reasonably cooperate with County's investigation of and response to any such Data Incident and shall additionally make its personnel available to the County for such purpose upon reasonable request.

12. **TERMINATION OR EXPIRATION AND DATA TRANSFER.**

- 12.1. Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement ("Substantial Breach") and fails to cure such Substantial Breach within thirty (30) days after receiving written notice thereof or if the Substantial Breach cannot reasonably be cured during such period but the breaching party fails to begin diligent efforts to cure the Substantial Breach during this thirty (30) days and fails to continue such efforts until the Substantial Breach is cured.
 - 12.1.1. In the event of County's termination for Substantial Breach by Contractor the Contractor shall return a prorated portion of any prepaid Monthly Services Fee.
 - 12.1.2. Upon termination of this Agreement for any reason other than for

Substantial Breach by Contractor, all outstanding amounts due Contractor by County will become due and payable. Any Service Credits that have not been applied against the Monthly Services Fee described in Section 5 shall be offset against the outstanding amount. If Service Credits remain after the offset they will be paid by Contractor to the County.

- 12.2. Upon any termination or expiration, County and Users shall cease all use of Services. Contractor shall deactivate or delete County's account and all related information, files and data in County account or bar further access to the Site or the Services. If County has not removed all its information, files and data from the Site prior to the deactivation or deletion of the County's account, then Contractor shall promptly return to County all County Data, to the extent that it is not User data, in the format as it was retained or as mutually agreed to by the parties within ten (10) days of such termination or expiration.
- 12.3. Upon any termination or expiration, Contractor shall accomplish a complete transition of the Services from Contractor to the County or any replacement provider designated solely by the County at County's expense and as mutually agreed upon. Contractor shall reasonably cooperate with the County or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the County. All services related to such transition shall be performed at Contractor's current costs, mutually agreed upon by the parties in writing.
- 12.4. County may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. County may terminate this Agreement if the Contractor files a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of Contractor's assets; if Contractor is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty (60) days of its filing; or if Contractor is a party to any dissolution, liquidation or assignment for the benefit of its creditors. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 12.5. During any period of service suspension, the Contractor shall not take any action to intentionally erase any County Data.
- 12.6. To the extent held by Contractor, Contractor will immediately preserve data upon receipt of a written request from the County to place a hold on data destruction or disposal of records in the event the County believes the data may be relevant to litigation the County reasonably anticipates. County will promptly coordinate with Contractor regarding preservation and disposition of these records.

- 12.7. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. **LIMITATION OF LIABILITY.**

- 13.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY 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.
- 13.2. Notwithstanding Section 13.1, Contractor's maximum aggregate liability for any breach of this Agreement, except as provided in Section 16.3, shall in no event exceed the total contract price for all fees as laid out in Sections 5.1 and 5.2, above. The Contractor's liability for any claim covered by the insurance policies set forth in Section 15, below, shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, or indemnity obligations. The Contractor's obligations pursuant to this paragraph shall survive the termination of this Agreement.

14. **WARRANTIES, REPRESENTATIONS AND COVENANTS.** Contractor represents and warrants that:

- 14.1. The Service and the Software will conform to applicable specifications, and operate and produce results substantially in accordance with the Proposal and SOW, attached hereto, as well as the Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance, as applicable, during the Term of this Agreement;
- 14.2. All Services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 14.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the County all rights with respect to the Software and Services free and clear from all liens, adverse claims, encumbrances and interests of any third party;
- 14.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that the Software or Service infringes, violates or misappropriates any

third party rights; or (ii) adversely affecting the Software or Service or Contractor's ability to perform its obligations hereunder;

- 14.5. Provided the County has used the Services and equipment in accordance with the terms of this Agreement without unauthorized usage or modification, the Service and Software will not, standing alone and not only in combination with any third party software or hardware, infringe any patent, copyright or trademark, right of any third party;
- 14.6. The Software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor shall be responsible for the completeness and accuracy of the Services, including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein.
- 14.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services and Software do not contain and County will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any County system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to County, to: (a) restore and/or reconstruct any and all Data lost by County as a result of Disabling Code; (b) furnish to County a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to County. This warranty shall remain in full force and effect as long as this Agreement remains in effect.
- 14.8. Third Party Warranties and Indemnities. Contractor will use best efforts to assign to County all third party warranties and indemnities that Contractor receives in connection with any products provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities through to County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third party agreements.
- 14.9. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY.

15. INSURANCE.

- 15.1. General Conditions: Contractor agrees to secure, at or before the time of

execution of this Agreement, the following insurance covering all equipment, operations, goods and Services provided pursuant to this Agreement.

- 15.1.1. Contractor shall keep the required insurance coverage in force at all times during the Term of the Agreement, or any extension thereof and during any warranty period.
- 15.1.2. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A- and/or VIII or better.
- 15.1.3. Each policy shall contain a valid provision or endorsement naming County as Certificate Holder and requiring notification to the County in the event any of the required policies is canceled or non-renewed before the expiration date. 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).
- 15.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Commencement Date for this Agreement shall not be prior to placement of coverages required under this Agreement. Contractor certifies that the certificate(s) of insurance attached as Exhibit C complies with all insurance requirements of this Agreement. 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.
- 15.3. Additional Insureds: For all coverages required, excluding Workers Compensation and Professional Liability, Contractor and subcontractor's insurer(s) shall include the County as an additional insured.
- 15.4. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement.
- 15.5. Subcontractors and Subconsultants: 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.

- 15.6. Excess/Umbrella Liability. 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.
- 15.7. Workers Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 15.8. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence and \$2,000,000 policy aggregate. The policy shall not exclude or reduce coverage for mobile equipment, personal injury, blanket contractual and death. Personal injury must have the employee exclusion deleted.
- 15.9. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit for bodily injury and property damage, applicable to all owned, hired and non-owned vehicles used in performing Services under this Agreement, if applicable.
- 15.10. Professional Liability (Errors & Omissions) Insurance: Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
- 15.11. Technology Errors & Omissions, Network Security and Privacy Liability (Cyber): Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate.
- 15.12. Additional Provisions:
 - 15.12.1. If excluded from any policy coverage, this Agreement shall be specifically named an insured contract.
 - 15.12.2. 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.

- 15.12.3. 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.
- 15.12.4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included.
- 15.12.5. 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.
- 15.12.6. All policies shall be written on an occurrence form. If that is unavailable, claims-made coverage may be accepted by the County provided the retroactive date is on or before the Commencement Date or the first date when any goods or services were provided to the County, whichever is earlier, and continuous coverage will be maintained for an extended discovery period of three (3) years beginning at the time all Services pursuant to this Agreement are completed or the Agreement is terminated, whichever is later.
- 15.12.7. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. 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.
- 15.12.8. **Contractor acknowledges and agrees it is not entitled to, (i) workers compensation coverage or (ii) unemployment insurance benefits, from the County.** The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.
- 15.12.9. If Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.
- 15.12.10. The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

16. **DEFENSE AND INDEMNIFICATION.**

- 16.1. Contractor will defend, indemnify, and hold the County (and its officers, directors, employees and agents) harmless from and against any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Services or Software provided pursuant to this Agreement (other than that due to County

Data). In case of such a claim, Contractor may, in its discretion, procure a license that will protect the County against such claim, at no cost to the County, replace the Service or Software with a non-infringing Service or Software, or if it deems such remedies not practicable, Contractor may terminate the Service and this Agreement without fault, provided that in case of such a termination, the County will receive a pro-rata refund of any Monthly Service Fee prepaid for use of the Service not yet furnished as of the termination date.

- 16.2. Without regard to the limitation in Section 13.2, Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to data privacy breach, resulting from Contractor's performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable.
- 16.3. With regards to the indemnity provisions in Section 16.2, Contractor's maximum aggregate liability for any breach of this Agreement shall in no event exceed the total three (3) times the contract price for all fees as laid out in Sections 5.1 and 5.2, above. The Contractor's liability for any claim covered by the insurance policies set forth in Section 15, below, shall in no event exceed the maximum insurance coverage amount for each respective policy. This paragraph does not apply to Contractor's gross negligence, willful misconduct, indemnity obligations or breach of Contractor's security obligations. The Contractor's obligations pursuant to this paragraph shall survive the termination of this Agreement.
- 16.4. In case of any claim that is subject to indemnification under this Agreement, the Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. 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 the 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.
- 16.5. In case of any claim that is subject to indemnification under this Agreement, to the extent that it becomes aware of the claim prior to Contractor, County will provide the Contractor reasonably prompt notice of the relevant claim. To the extent that County fails to do so, and such failure impairs the ability of Contractor to defend the claim, Contractor reserves the right to not provide full indemnification.
- 16.6. This defense and indemnification obligation shall survive the expiration or

termination of this Agreement.

17. **CONFIDENTIALITY AND NONDISCLOSURE.**

- 17.1. “Confidential Information” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished or otherwise accessible to the other party in written or tangible form in connection with this Agreement, including, without limitation, PCI, PII, PHI, County Data, and Protected Information. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
- 17.2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party as evidenced by tangible written record; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential as evidenced by tangible written record; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order including but not limited to the requirements of the Colorado Public Records Act, provided that the receiving party will promptly inform the providing party of any such proposed disclosure or such information and cooperate with any attempt to procure a protective order or similar treatment.
- 17.3. Neither party will use the other party’s Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party’s Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party’s Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party’s obligations hereunder.
- 17.4. Within ten (10) days of termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party’s possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party’s possession or control if instructed to do so by the disclosing party. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
- 17.5. If a party receives legal process that demands or requires disclosure of the disclosing party’s Confidential Information, such party will give prompt notice to

the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

- 17.6. The confidentiality obligations set forth in this Section will survive the termination or expiration of this Agreement.
18. **COLORADO OPEN RECORDS ACT.** The parties understand that all the material 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 the event of a request to the County for disclosure of such information, the County shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the County will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the County, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the County of all reasonable attorney fees, costs and damages that the County may incur directly or may be ordered to pay by such court.
19. **STATUS OF CONTRACTOR.** This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of the County. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between the County and Contractor except that of independent contractor. Contractor shall have no authority to bind the County.
20. **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.
21. **COLORADO GOVERNMENTAL IMMUNITY ACT.** 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. (2003).
22. **TAXES, CHARGES AND PENALTIES.** The County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation

stated herein.

23. **ASSIGNMENT.** Provided that prior notice is given to the County, this Agreement may be assigned by Contractor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any other assignment shall require that Contractor obtain the County's prior written consent. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.
24. **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.
25. **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.
26. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.
27. **CONFLICT OF INTEREST.**
 - 27.1. The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services or Software described in this Agreement. The Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services or Software and Contractor shall not employ any person having such known interests.
 - 27.2. The Contractor shall 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.

28. **NOTICES.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid. Electronic mail is not sufficient for notice.

If to Contractor at:

SITA Information Networking Computing USA Inc.
Attn: Contract Management
3100 Cumberland Blvd. SE
Suite 900
Atlanta, GA 30339
amer.contract.management@sitaaero.com

With a copy to:

SITA Information Networking Computing USA Inc. – Legal Dept.
3100 Cumberland Blvd. SE
Suite 900
Atlanta, GA 30339

If to County at:

Gunnison County Information Technology Director
221 N. Wisconsin St.
Suite E
Gunnison, CO 81230
support@gunnisoncounty.org

With a copy to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **GOVERNING LAW; VENUE.** Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the District Court for Gunnison County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

35. **FEDERAL RIGHTS.** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes and the expenditure of federal funds for the extension, expansion or development of GUC. As applicable, Contractor shall comply with the Standard Federal Assurances, including but not limited to, all applicable Federal Aviation Administration (FAA) Airport Assurances.
36. **ACCESSIBILITY.** Contractor is obligated to maintain software in a way that facilitates County's compliance with the most-current 508 Standards, WCAG 2.0 Level A and Level AA Success Criteria and ADA requirements. Scans/audits shall be performed by Contractor at least quarterly to verify compliance with written notice made to the County on non-compliances found, including how to fix and also whether additional training or software enhancements are needed.
37. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
38. **IMMIGRATION COMPLIANCE CERTIFICATION.** This Agreement is subject to the provisions of § 8-17.5-101, et seq., C.R.S. and the Contractor is liable for violations as provided in the statute. The Contractor certifies that:
- 38.1 At the time of this Agreement, the Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
 - 38.2 Contractor will participate in the E-Verify program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees newly hired for employment to perform Services under this Agreement.
 - 38.3 Contractor will require any subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
 - 38.4 If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it will notify the subcontractor and the County within three (3) days. The Contractor will then terminate such subcontractor within three (3) days of such notice if the subcontractor does not stop employing

or contracting with the illegal alien, unless during the three (3) day period, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

38.5 Contractor will comply with all reasonable requests made in the course of any investigation under § 8-17.5.-102, C.R.S. by the Colorado Department of Labor and Employment

39. **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.
40. **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.
41. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
42. **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.
43. **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.
44. **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.
45. **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, fire, flood, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation; **provided, however,** the any delay caused by the ongoing Covid-19 Pandemic shall not be considered a force majeure event hereunder. 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 resolved of any further obligation to the other.

46. **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.
47. **COUNTY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to and shall not be or become effective or binding on the County until it has been fully executed by all signatories of the County.
48. **COUNTERPARTS OF THIS AGREEMENT.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
49. **ELECTRONIC SIGNATURES AND ELECTRONIC TRANSMISSION.**
 - 49.1 Contractor consents to the use of electronic signatures by the County. 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.
 - 49.2 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 facsimile transmissions and texts.

50. **ON-LINE AGREEMENT DISCLAIMER.** 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.

51. **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.

51.1 In the event the County receives federal funds to be used towards the Services performed under this Agreement, the FAA, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to specific grant programs for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

ATTACHED EXHIBITS

EXHIBIT A – PROPOSAL

EXHIBIT B – SERVICE SCHEDULE

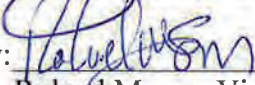
EXHIBIT C – PURCHASE ORDER

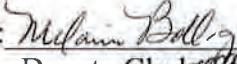
EXHIBIT D – CERTIFICATE(S) OF INSURANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BOARD OF COUNTY COMMISSIONERS
GUNNISON, COLORADO;

By: 
Jonathan Houck, Chairperson

By: 
Roland Mason, Vice Chairperson

ATTEST: 
Deputy Clerk



By: _____
Elizabeth Smith, Commissioner

SITA INFORMATION NETWORKING
COMPUTING USA INC.

DocuSigned by:
By: Harihar Subramanian
9821AE7A7D35427...
Harihar Subramanian Finance Director

STATE OF GEORGIA
COUNTY OF CHEROKEE

The foregoing Agreement was acknowledged before me this 23rd day of December, 2021
by Tracey Kunkle, Contracts Manager SITA Information Networking
Computing USA Inc.

Tracey Kunkle
Notary's official signature

May 31, 2022
Commission expiration date



EXHIBIT A



Proposal for
Common Use Passenger Processing and Information Display
Systems
At Gunnison-Crested Butte Regional Airport (GUC)

September 30th, 2021

SITA



3100 Cumberland Blvd.

Suite 900

Atlanta, Georgia 30339

www.sita.aero

September 30th, 2021

Rick Lamport
Gunnison-Crested Butte Regional Airport
Gunnison, CO 81230
Email: RLamport@gunnisoncounty.org

**Re: Request for Proposals for COMMON/SHARED USE PASSENGER PROCESSING
AND FLIGHT INFORMATION DISPLAY SYSTEMS**

Dear Rick:

On behalf of everyone at SITA, it is with great pleasure that we present our proposal to meet Gunnison-Crested Butte Regional Airport's requirements for a Common/Shared Use Passenger Processing and Information Display Systems. For your consideration, we are proposing our solutions for the design, procurement, installation, and support of these systems.

We recognize the essential role that Common Use platforms play in modernizing a world-class airport such as GUC and we are privileged to be the Common Use provider for more than 460 airports around the globe. Offering Common Use solutions presents an opportunity to optimize the processes and resources associated with passenger processing at your airport and the flexibility of our platform can be built upon in the future to incorporate industry leading technology like SITA's Smart Path solution, which provides a touchless, biometric enabled travel experience using your face as your ID. Improving the passenger journey is so critical for business growth, so partnering with a technology provider dedicated to the air transportation industry that consistently and successfully delivers and supports airport projects like GUC's is key to ensuring a successful project that will increase passenger satisfaction, promote greater deployment flexibility, optimize your passenger traffic, and provide a more agile environment for additional airline service.

SITA's Common Use Passenger Processing System meets and exceeds GUC's requirements in the following ways:

- Ability for any of the airlines currently serving GUC to use the shared/common use positions.
- Ability to add and support any future airlines that will fly into GUC, including low-cost carriers.
- Ability to optimize common-use equipment which enables your airport to swiftly respond to disruption, minimizing impacts on queues, departures, and passengers.

SITA Information Display System (SITA IDS) is a next-generation passenger experience platform built with modern technologies for the smart airport. It was formerly known as SITA AirportVision and operational in hundreds of airports worldwide. SITA IDS provides a cost-effective option to display flight arrival/departure (international and domestic), baggage, gate, and check-in/ticket counter-information, on DDC or DDC Free displays throughout an airport. SITA is developing this product in an agile manner with experienced development and support organization behind it.



It is with sincere pride and interest that SITA submit this proposal to GUC where we welcome this opportunity to begin an existing proactive, long-term relationship. If you have any questions regarding the content provided herein, please feel free to contact me at (770) 371 9869 or at Bryson.Threatt@sitaaero at your convenience.

Respectfully,

Bryson Threatt
Account Associate

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

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Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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1. Executive Summary

With more than 70 years of experience, more than any other provider offering similar services, SITA leads the market in airport and airline technology. SITA's Flex, the next generation common use platform continues with that tradition. Using SITA's next-generation **cloud-based technologies**, we can deliver an end-to-end integrated innovative solution across an open platform that works across the industry.

Understanding the growth that GUC has been experiencing over the past several years and knowing additional airlines will be starting service at GUC in the coming months, SITA Flex technology provides the **operational and scalable** requirements essential to meet the satisfaction of your airline customers and GUC's operational profitability. GUC can expect to receive the following benefits by offering a Common Use Solution at check-In as well as at the departure gates:

- An end-to-end contactless environment
- Reduced operating costs
- Integration allowing airline staff to use their mobile devices and passengers to use their own mobile devices to print boarding passes and bag tags.
- Hardware flexibility allowing airlines to innovate their applications without the need for certification

SITA Flex can support both Cloud and On-Premise hybrid operation, for existing and new applications, allowing your airline customers to decide at their own pace of change which choice is best.

SITA Flex helps airports of all sizes meet the challenge of scaling operations up or down to meet changes in passenger numbers and airport infrastructure. A track record of success, reliability, quality, and customer satisfaction that remains unrivaled in the industry can be evidenced in speaking with our airport partners such as Raleigh Durham International, Jackson Hole Airport, Hartford's Bradley International and by airlines like United, American, Southwest and Frontier.

For our Information Display System (IDS), its main features include:

- Simple run anywhere administrative access from any web-enabled device
- Simple, intuitive airport operational functions (Check-in Operations, Flight Tracking, Gate Operations)
- Digital Display Controller (DDC) free technology – system on a chip Smart TV ready
- Chromium-based browser display engine
- Built using modern web technologies (HTML 5, microservices and APIs)
- Multi-site / Multi-tenant public cloud support
- Out-of-the-Box, ready-to-use templates

SITA IDS DDC-free technology complies with Chromium-based browsers without locking an airport into a device/software ecosystem. SITA IDS also supports modern commercial displays with a system-on-chip (SoC) functionality. SoC integrates all the necessary components from a traditional digital display controller (DDC) into the monitor, for a simple all-in-one solution.

SITA IDS supports the following SoC display vendors:

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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- LG WebOS – WebOS 3.2 and better (display models from 2017 and newer)
- Samsung Tizen – Tizen 3 and better (known as SSSP5, display models from 2017 and newer)

SITA IDS includes the following Out-of-the-Box templates (see Section 5 for more details):

- Check-In (CI)
- Departure (D)
- Arrival (A)
- Arrival Summary (AS)
- Gate (G)
- Baggage Carousel (BC)
- Static Media (SM)
- Global Emergency (EMR)

For operations to run efficiently, **service and support** are critical requirements that need to be considered as well. SITA has more than 30 years of experience installing and maintaining passenger processing applications and services at airports both domestically and internationally. SITA currently manages nearly 50,000 common use workstations worldwide – these systems check in approximately 1.5 billion passengers per year. Our Service Centers are in Montreal and Singapore providing a 24x7 follow-the-sun support operation. Our Flex platform team of engineers are primarily based in our Bohemia, NY office ready to support our command center technicians as needed to ensure both airport and airlines technology performance is optimal.

As GUC reviews SITA's proposed technology solution and commercial terms, be assured that SITA, the only provider in the industry 100% dedicated to the transportation industry, is committed to ensuring we deliver, support, and maintain the highest quality of products and services regardless of airport size or years of business.

We would be delighted and honored to be selected by GUC to be your Common Use and Information Display technology partner.

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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2. Technical Design

For the Common Use Passenger Processing System at GUC, SITA is proposing a cloud-based solution with on-premises hardware. The cloud-based solution supports both web-based and legacy airline applications that are not ready for Cloud.

At the foundation of our proposed common use platform is Flex. Flex is shared across all customers who connect to our service and is not airport specific. Because of the critical nature of your check-in systems and airlines and passengers they service, high availability and disaster recovery are designed into our Cloud solution. Connectivity between the airport and Flex common use service is established over Customer provided LAN. Higher availability connectivity options are available if the airport determines their risk profile is greater. Airport applications are distributed and accessible at every common use workstation. No additional workstation configuration is required. End-points service availability is achieved through the sheer volume of devices deployed throughout the airport.

The Airport will be supported by Flex, which is hosted in the Azure Cloud. Within the designated Azure Cloud, the common use platform is made up of multiple self-sustaining zones to provide redundancy and high availability and uses load balancers to ensure that no interruption of a zone impacts the platform.

From the Cloud to the airport, SITA has created a Secure Zone. The Secure Zone is designed to provide security across the solution. External traffic will traverse safely through the Secure Zone established at the edge of the airport out to external service providers such as the airlines' DCS and SITA platform and management services. The Secure Zone consists of External Services infrastructure at the airport's edge comprised of a firewall, proxy device, switch, and domain controller designed to create a secure tunnel, traversing across the internet out to the designated service providers. A domain controller permits local authentication in the event connectivity to the Master Domain in the Cloud is lost. It is assumed the domain controller will reside within the airport provided core room. The client workstations connect to Customer provided LAN. The inventory of the client devices and associated peripherals to be supplied can be found below. The physical, logical, and rack diagrams provided on the upcoming pages illustrate the interconnectivity of solution components.

SITA Flex is an IATA-compliant solution that enables airports, airlines, and their handling agents to use shared airport infrastructure to access their respective IT applications. These applications include:

- CUPPS ("Common Use Passenger Processing Systems") applications
- CUTE "(Common Use Terminal Emulator)" applications, or "TEs"
- Web browser-based applications (i.e., FIDS)

All airlines running on SITA Flex will need to provide their own standalone payment system or integrate with SITA's Common Use payment solution (currently not included in this offering).

GUC – SITA Solutions Physical Network Diagram v1.1

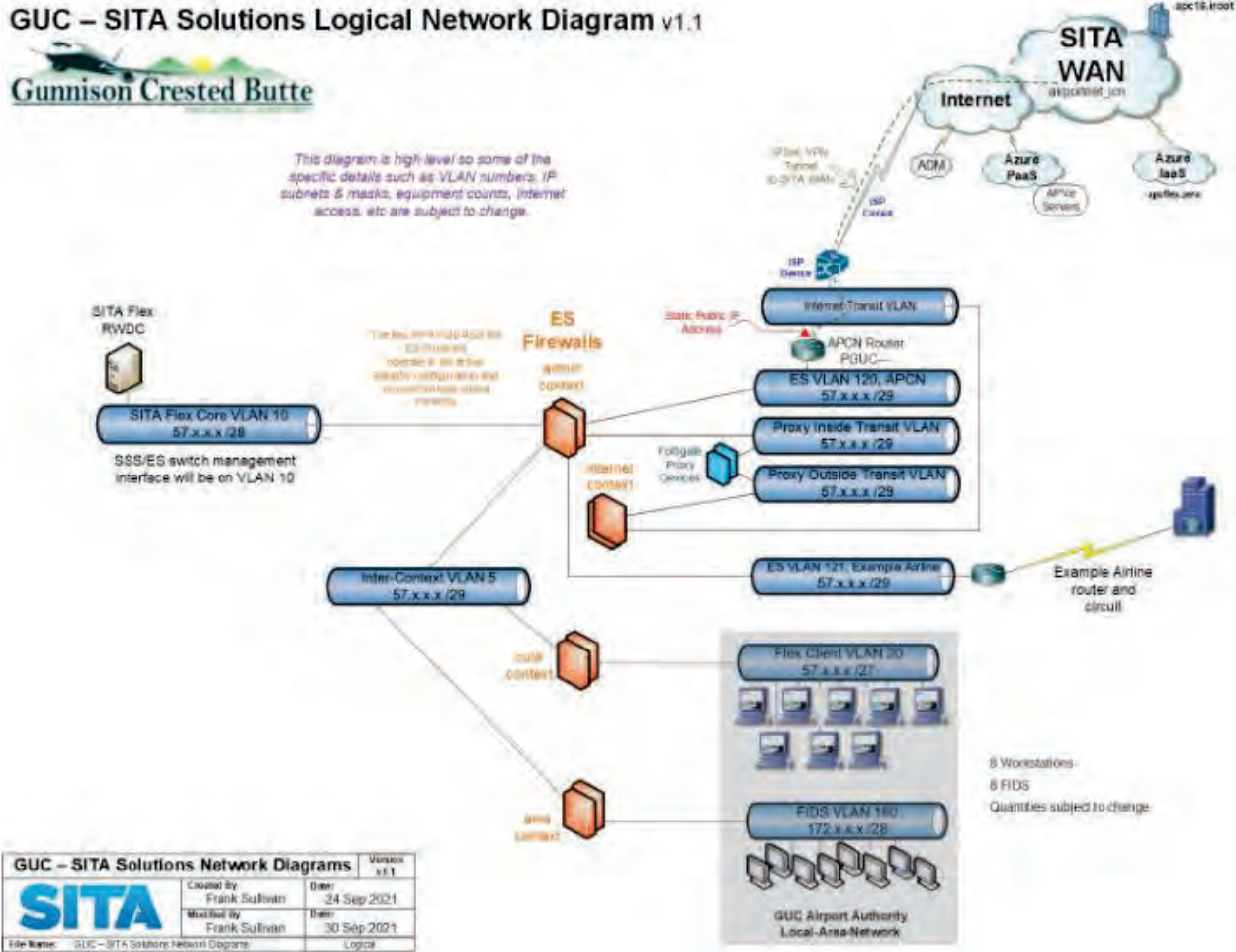


Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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GUC – SITA Solutions Logical Network Diagram v1.1

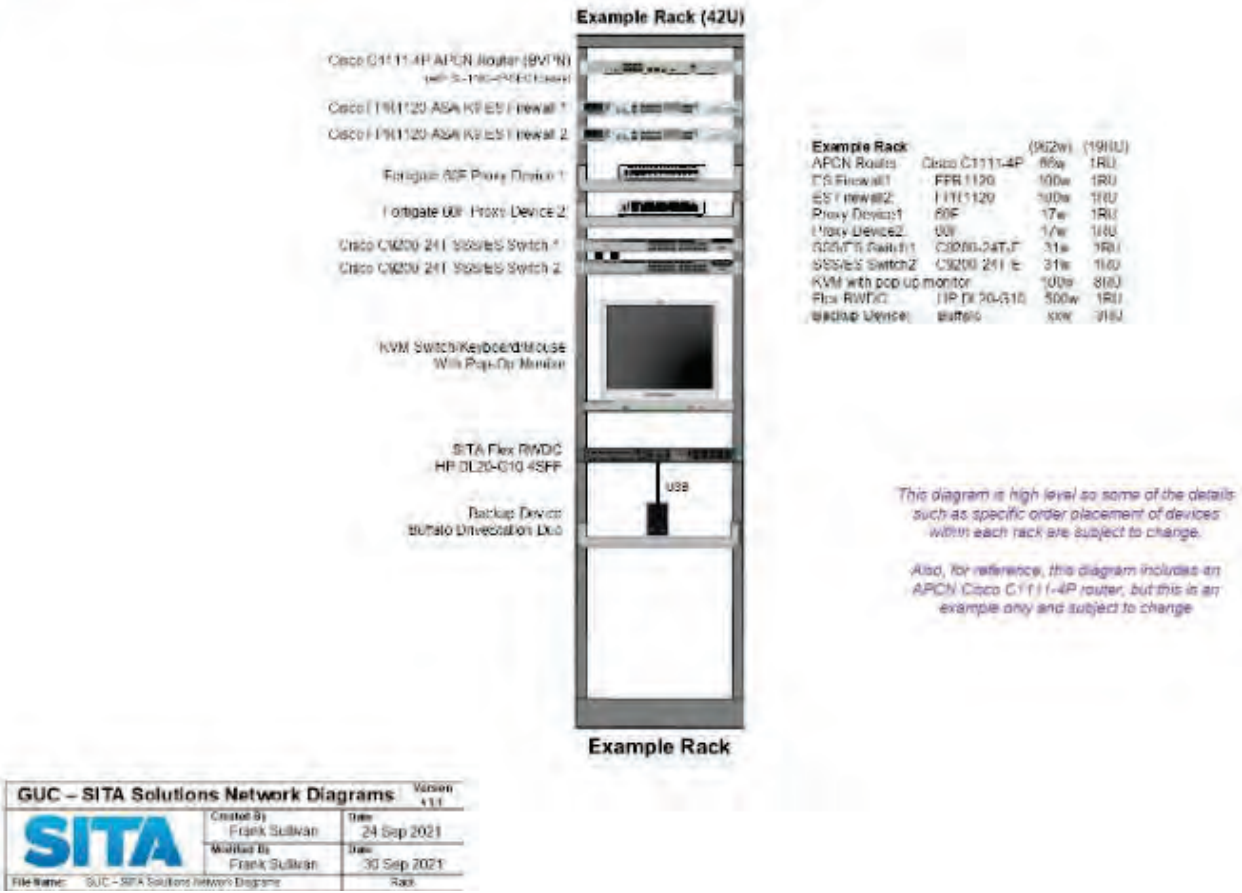


This diagram is high-level so some of the specific details such as VLAN numbers, IP subnets & masks, equipment counts, internet access, etc are subject to change.



Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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GUC – SITA Solutions Rack Diagram v1.1



Azure services, the Secure Zone and the workstations and peripherals are continuously monitored by the SITA Command Centers (SCC) 24x7 to assure their availability. Advanced tools scour the solution to identify and isolate irregular activity for further investigation. Machine learning is used to identify and intervene before events are detectable by users. Self-help and remote support teams are also deployed to remediate interruptions and rapidly restore service. Only hardware faults require onsite physical interventions. Please refer to Section 5 for further information on SITA’s support model.

Network - Access Layer

It is SITA’s understanding that GUC Airport Authority will provide the access layer network at GUC. SITA calls this type of access layer a “3rd party network”, and for security reasons, 3rd party networks must connect with the SITA Core via the SITA ES Firewalls. The SITA design for GUC assumes that these connections will be via two 1Gbps UTP copper cables (Cat 5e or better). However, these connections can instead be fiber if required or preferred by the GUC Airport Authority. See the GUC network diagrams for further information.



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SITA requires that each SITA client have at least a 100 Mbps UTP Ethernet connection. Cat5e or better.

Airport authority access switches can of course connect non-SITA components, as long as those non-SITA components do not reside on the same VLANs as the SITA common-use components.

- The SITA proposal for GUC assumes a Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls.
- The SITA proposal for GUC assumes that the SITA server and clients will utilize SITA provided 57.x.x.x IPv4 addressing.
 - o SITA owns the 57.x.x.x Class A IP subnet and recommends use of this addressing.

Core and Network Hardware Components

Item	Description	Online Qty	Spares Qty	Total
Read Write Domain Controller	HPE DL-20	1	0	1
Server Backup	Buffalo Drive Station Duo	1	0	1
Switches	Cisco Catalyst 9200	2	0	2
Firewalls	Cisco Firepower 1120 ASA	2	0	2
Proxy Device	Fortigate 60F	2	0	2
ISP Device	TBD Model	1	0	1

End User Workstations and Peripherals Hardware Components

Item	Description	Online Qty	Spares Qty	Total	Warranty Years
CUPPS Workstation	HP EliteDesk 800 G5 SFF	9	1	10	3
Monitor	HP E190i 19"	9	1	10	3
Boarding Pass Printer (ATB)	Custom TK302 w/auto cutter	4	1	5	5
Baggage Tag Printer (BTP)	Custom TK202 w/roll holder	4	1	5	5
Document Control Printer (DCP)	Okidata ML320T	5	1	6	5

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Boarding Gate Reader	Access BGR 135	4	1	5	5
Keyboard	Access AKB599 MSR/OCR Integrated Keyboard	9	1	10	5

Note: SITA recommends two (2) spares for each type of equipment. However, a minimum of one (1) spare is included for equipment quantities under ten (1) except for SITA's core and network devices.

Description	Hardware Graphic Examples
HP EliteDesk 800 G5 SFF; HP 19" Monitor	 
Custom TK302 ATB w/ auto cutter	
Custom TK202 BTP w/roll holder	

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Description	Hardware Graphic Examples
Okidata ML320T DCP	 A white and blue desktop printer with a paper tray on top and a control panel on the front.
Access BGR 135	 A black, compact, handheld scanner device with a flatbed and a handle.
Access AKB500 MSR/OCR Keyboard	 A black, compact, handheld keyboard device with a numeric keypad and function keys.

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport**

Core and Network Software Components

Item	Description	Online Qty	Spares Qty	Total
Server License	Windows Server 2016	1	0	1
Switch License	Cisco DNA Essentials, 3-year license	2	0	2
Switch License	SmartNet protection 5-years	10	0	10
Firewall License	Security Context Licenses	2	0	2
Service Bandwidth	2 Mbps VPN Service Bandwidth	1	0	1
Proxy Device Software	Fortigate Forticare	1	0	1
Asset Management License	CMS Altiris	1	0	1
Antivirus License	Symantec Endpoint	1	0	1

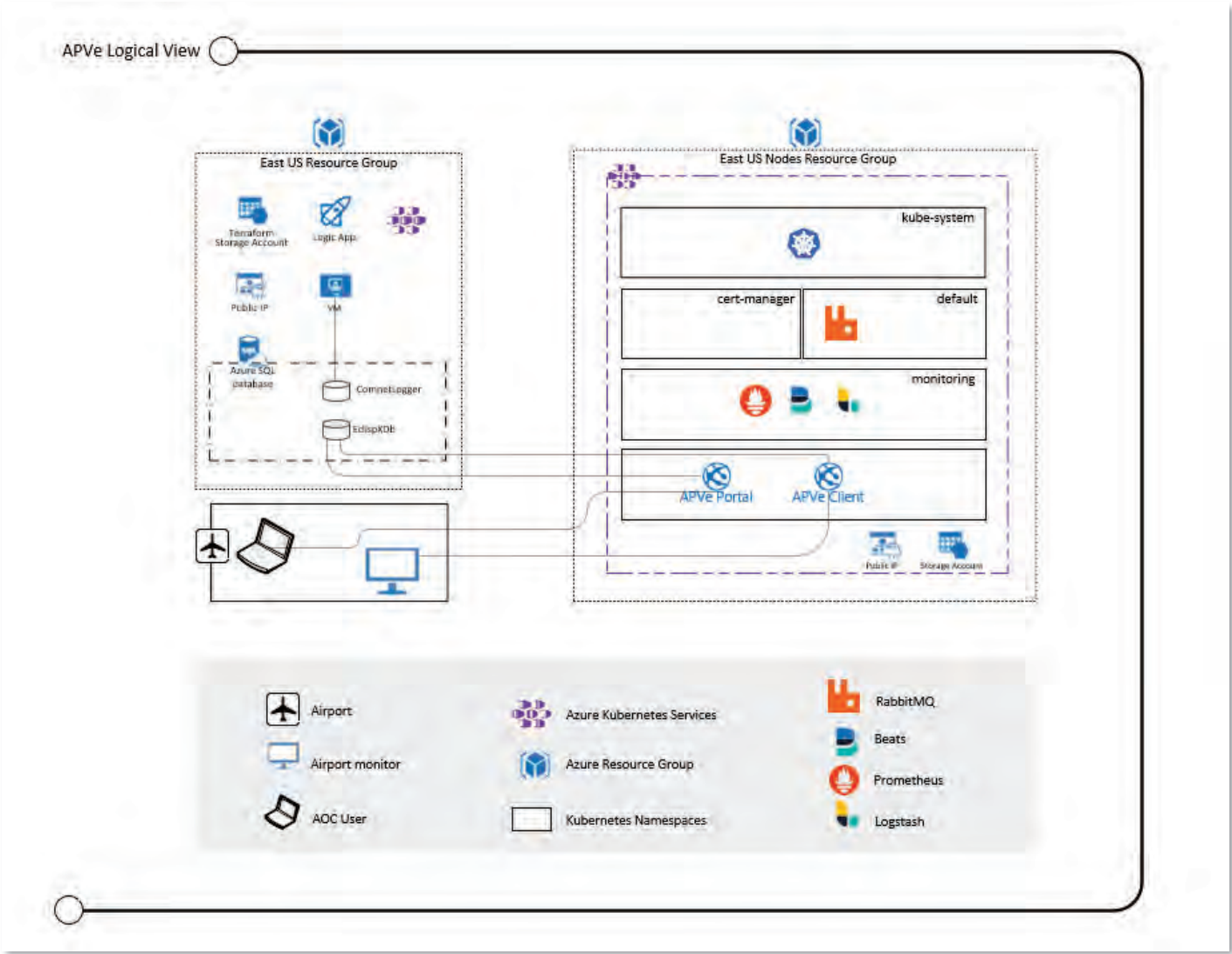
End User Workstations and Peripherals Software Components

Item	Description	Online Qty	Spares Qty	Total
Operating System License	Windows 10 IoT Enterprise 2019	9	1	10
Client Access License	Windows Server CAL	9	0	9
Asset Management License	CMS Altiris	9	0	9
Antivirus License	Symantec Endpoint	9	0	9

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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For the Information Display System (IDS) at GUC, the diagram below provides a logical overview of the proposed **GUC** airport deployment in a public cloud.

SITA uses Kubernetes to host all application microservices, and the public cloud provider hosts databases. SITA IDS supports multi-tenancy, and a single cluster can support many airports. **GUC** airport will get its dedicated namespace inside the group to isolate data and specific features/customizations from other users. **GUC** airport will be provided its domain name to access SITA IDS over web-browser. Example **GUC.cloudids.aero/portal** or **GUC.cloudids.aero/departures** etc.



SITA used established industry tools to automate the application deployment process and reduce delivery time of production and non-production environments needed for testing, training, and UAT.

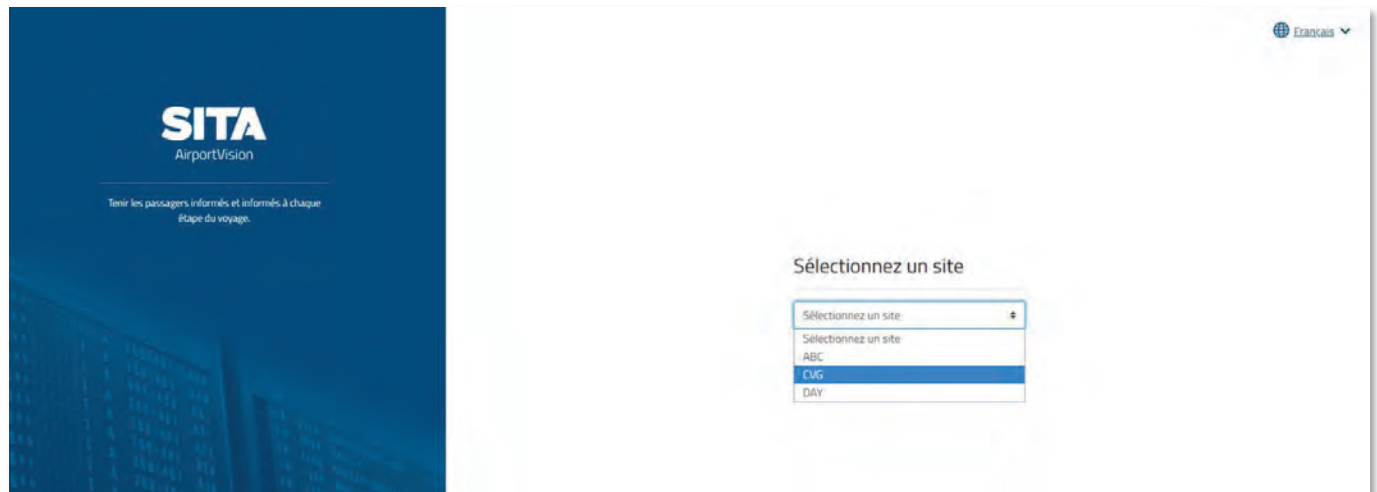
The SITA IDS administration client provides a common framework, user interface, and functions.

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Core framework values include:

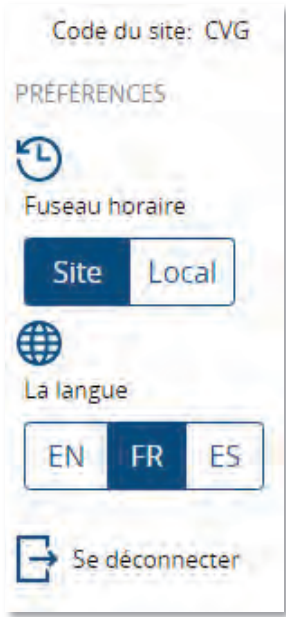
- HTML5 browser support, optimized for Chrome / Chromium-based browsers
- Responsive UI, same experience over a PC and tablets
- Username / Password authentication inclusive of strong passwords
- User auditing and access to only necessary functions and site(s)
- Local Time access and System time access
- Multi-language support. The system supports natively English, French, and Spanish. As part of the product roadmap, additional language support will be added inclusive of right-to-left languages.
- Simple and intuitive user interface

If a user is accessing the system who has access to multiple sites, they are presented with a site selection.



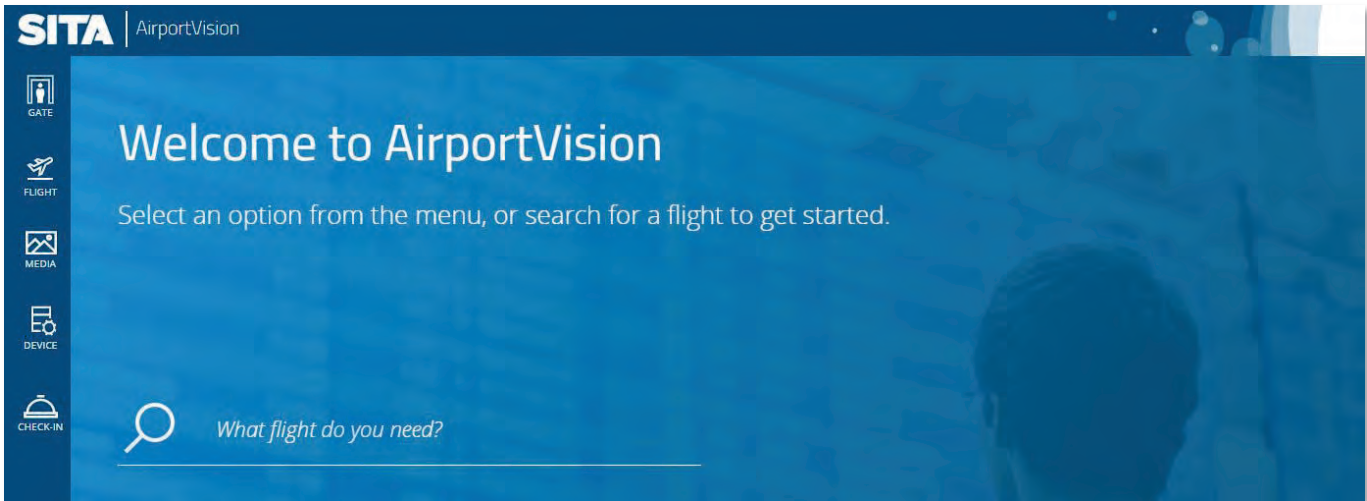
Example of the multiple site access (shown in French)

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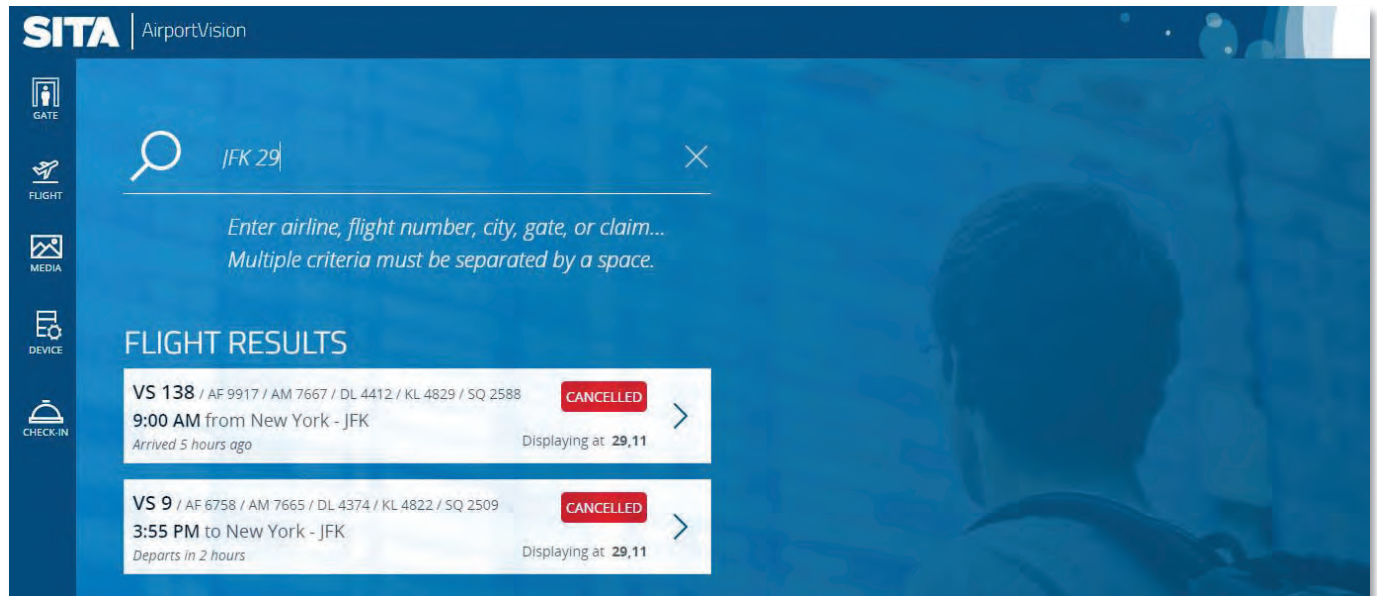
Example of the “Preferences” dialog box (shown in French)

The welcome page of SITA IDS provides a “fuzzy” search, and it is extremely user-friendly when you only know partial information. For Example, a user could type “DL,” and it could return Delta Airlines flights or flights that are Delayed. Another example might be where a user types the numeric value of 27. The result could return any flight number values inclusive of 27 (mainline or codeshare), or any resources using the value of 27 (gate 27, check-in 27, claim 27, etc.). Users can search for airlines, flight number, city, gate, or claim. SITA IDS also supports multiple criteria searches.



Example of the “Welcome” page, including the search function

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Example of the search results with multiple search criteria

The SITA IDS flight module allows an authorized user to do the following:

- Add flights based on the user
- Restrict/enable access to flights based on the user
- Restrict/enable access to fields on a flight based on the user
- Access a fixed set of user fields:
 - Arrival / Departure Indicator (ADI)
 - Mainline Carrier
 - Mainline flight number
 - Code Share Carrier (limit of 5 in the user interface)
 - Code Share Flight number (limit of 5 in the user interface)
 - Scheduled Time of Operation
 - Estimated Time of Operation
 - Actual Time of Operation
 - Destination (departure movement) or Origin (arrival movement)
 - Flight Status
 - Gate
 - Check-in (departure movement)
 - Baggage Claim (arrival movement)
 - Toast

Data fields may or may not be editable; if a user cannot edit them, they will be greyed out in the user interface

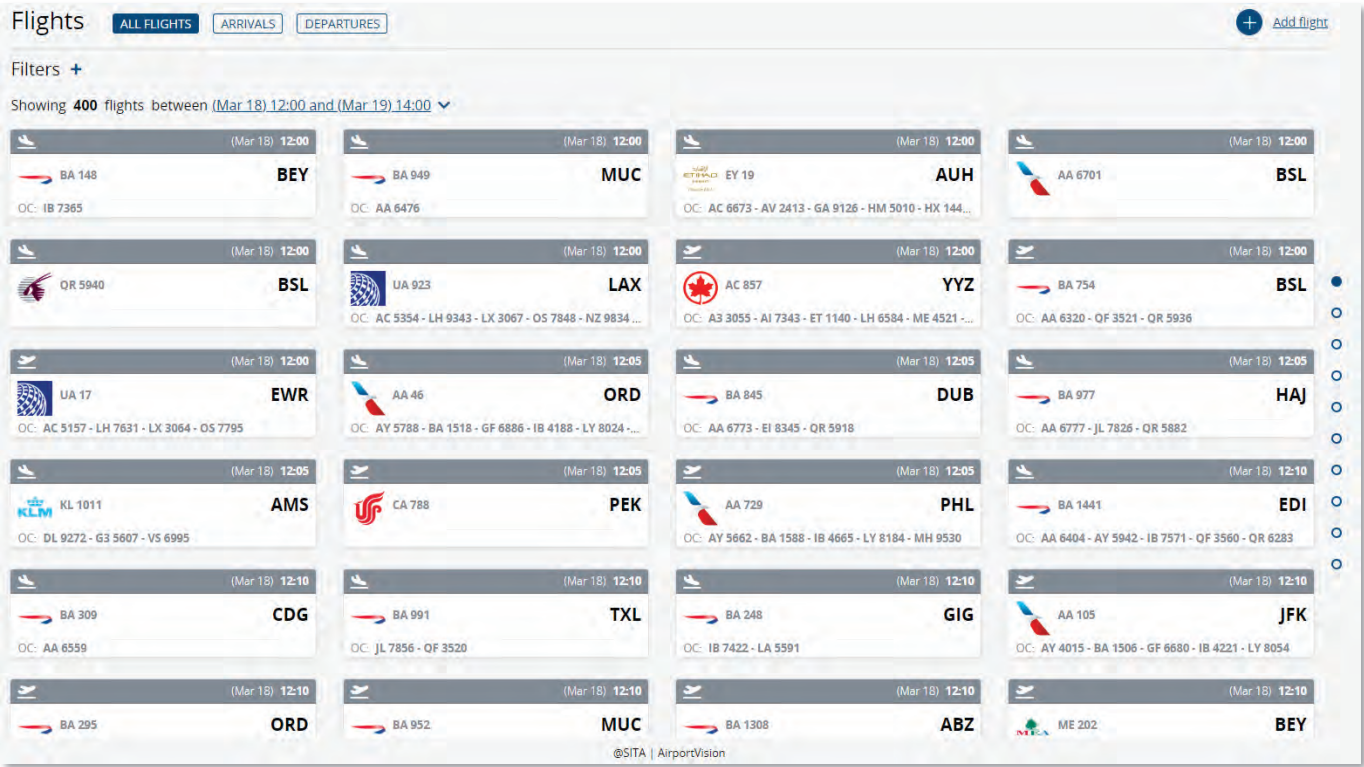
Standard fields that are non-editable after a flight is scheduled:

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- Arrival-departure indicator
- Schedule time
- The mainline carrier
- The mainline flight number
- The destination or Origin

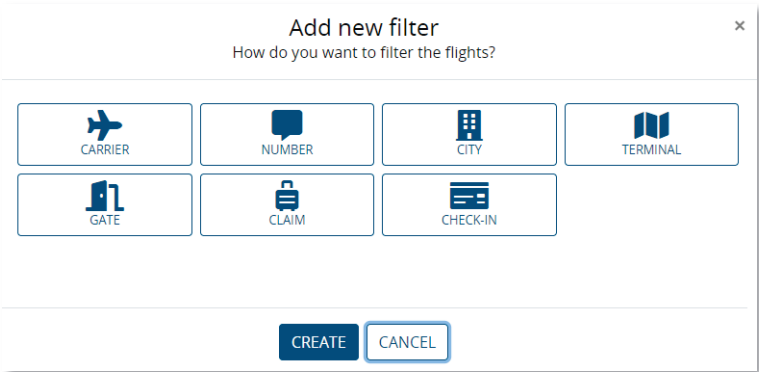
The ability to delete a flight record from the user interface will be available in a future product release.

The flight grid layout uses a modern web card interface. The top functions offer the ability to quickly filter flights on all, arrival, or departure only. Clicking the Filters + area will enable the user to invoke available filter options. The right-hand side navigation lets the user know where they are within the context of the current view.

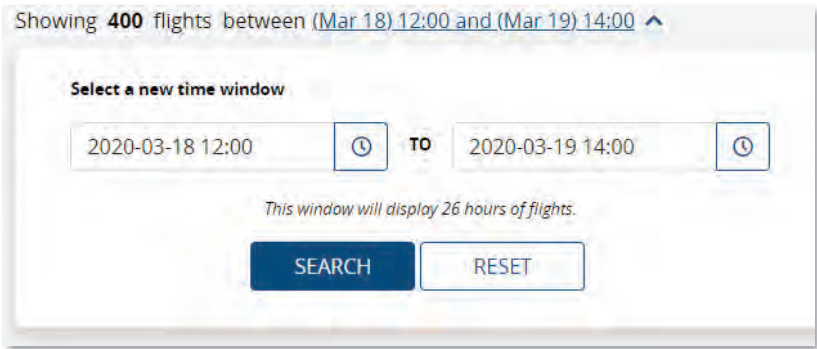


Example of the “Flights” grid

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Example of the “Add new filter” dialog box



Example of the time filters

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Add flight

Flight Type

Carrier Name

Flight Number

Arrival

Scheduled Time

Estimated Time

Actual Time

YYYY-MM-DD HH:MM

YYYY-MM-DD HH:MM

YYYY-MM-DD HH:MM

City

Codeshares

Carrier Name

Flight Number

Status

Gate

Claim

Toast Message

SAVE

CANCEL

Example of the “Add Flight” dialog box

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At Gunnison-Crested Butte Regional Airport

DL 17

Flight Type

Carrier Name

Flight Number

Departure

Delta Airlines

17

Scheduled Time

Estimated Time

Actual Time

2020-03-19 09:25

2020-03-19 09:25

YYYY-MM-DD HH:MM

City

SLC

Codeshares

Carrier Name

Flight Number

+

AF 3576

KL 6054

VS 4019

Status

Gate

Check-in

Cancelled

19

Unset

Toast Message

SAVE

CANCEL

Example of a departure flight dialog box in edit mode (greyed fields are not editable)

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At Gunnison-Crested Butte Regional Airport

AA 730

Flight Type

Carrier Name

Flight Number

Arrival

American Airlines

730

Scheduled Time

Estimated Time

Actual Time

2020-03-19 07:00

2020-03-19 07:00

YYYY-MM-DD HH:MM

City

CLT

Codeshares

Carrier Name

Flight Number

+

AY 5669

BA 1595

IB 4666

LY 8185

MH 9532

Status

Gate

Claim

Cancelled

35

1

Toast Message

SAVE

CANCEL

Example of an arrival flight dialog box in edit mode (greyed fields are not editable)

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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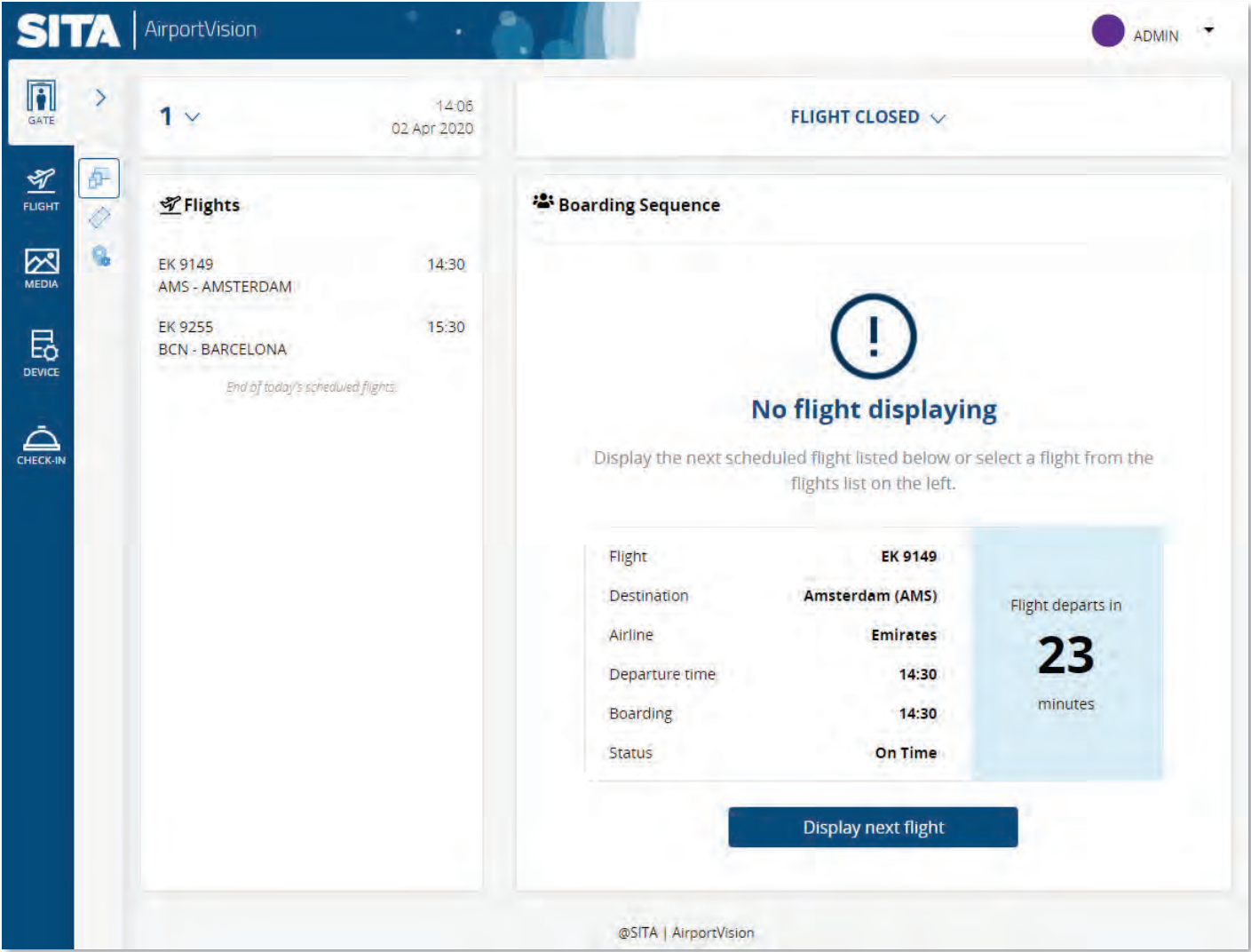
The SITA IDS gate module provides users with gate agent role, the ability to directly control information on a gate display. Any authorized user must have the gate role assigned to access gate module features.

Core features include:

- Choose an operational flight from the assigned list and display immediately
 - User/location filters control which operational flights are available from a list
- Control the gate location remark (Example: gate open, gate closed, see agent, etc.)
- Assign a boarding sequence to a flight, and progress through the sequence
- Create / Edit / Delete boarding sequences
- Control gate location settings

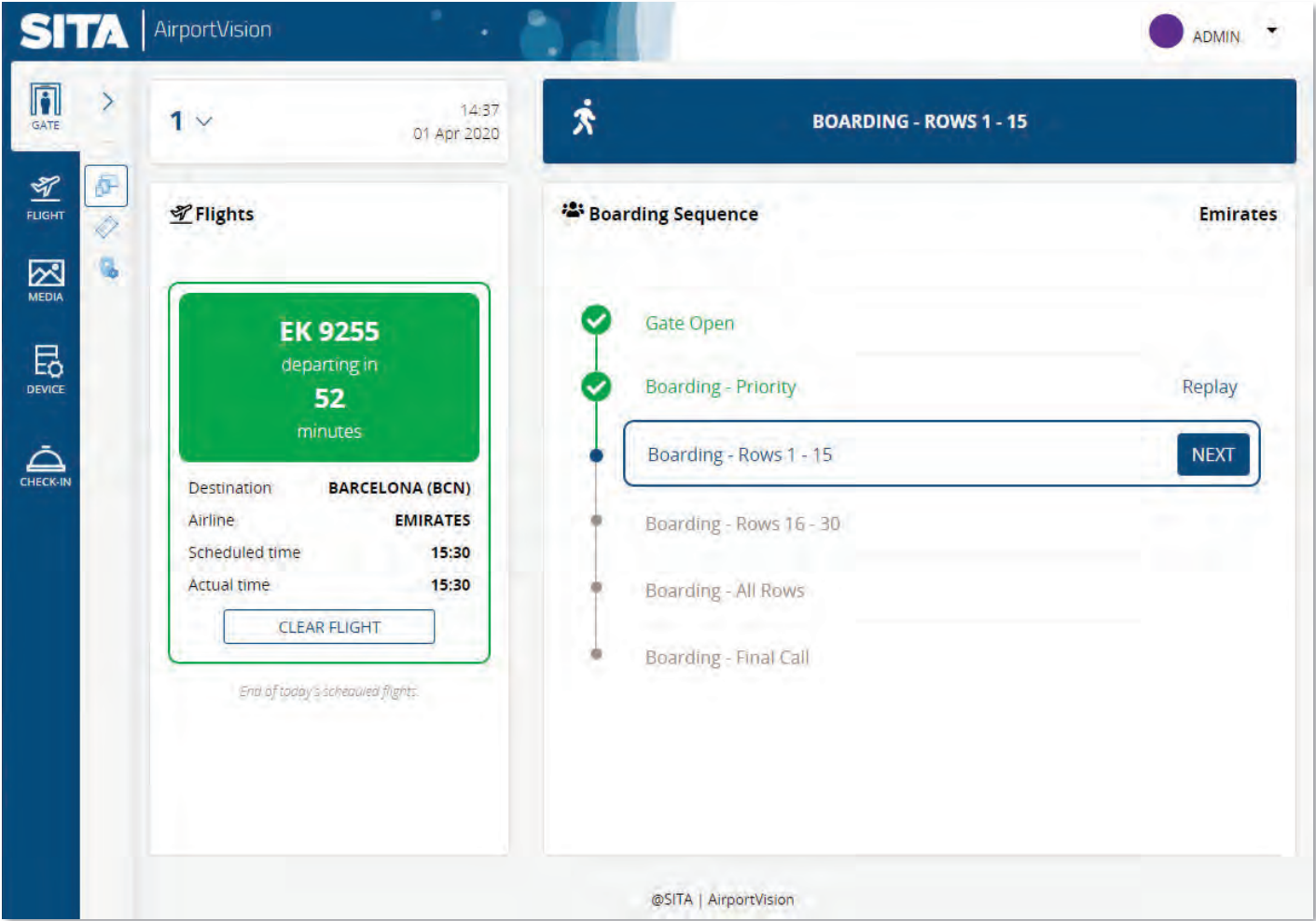
The following screenshots outline some additional functionality:

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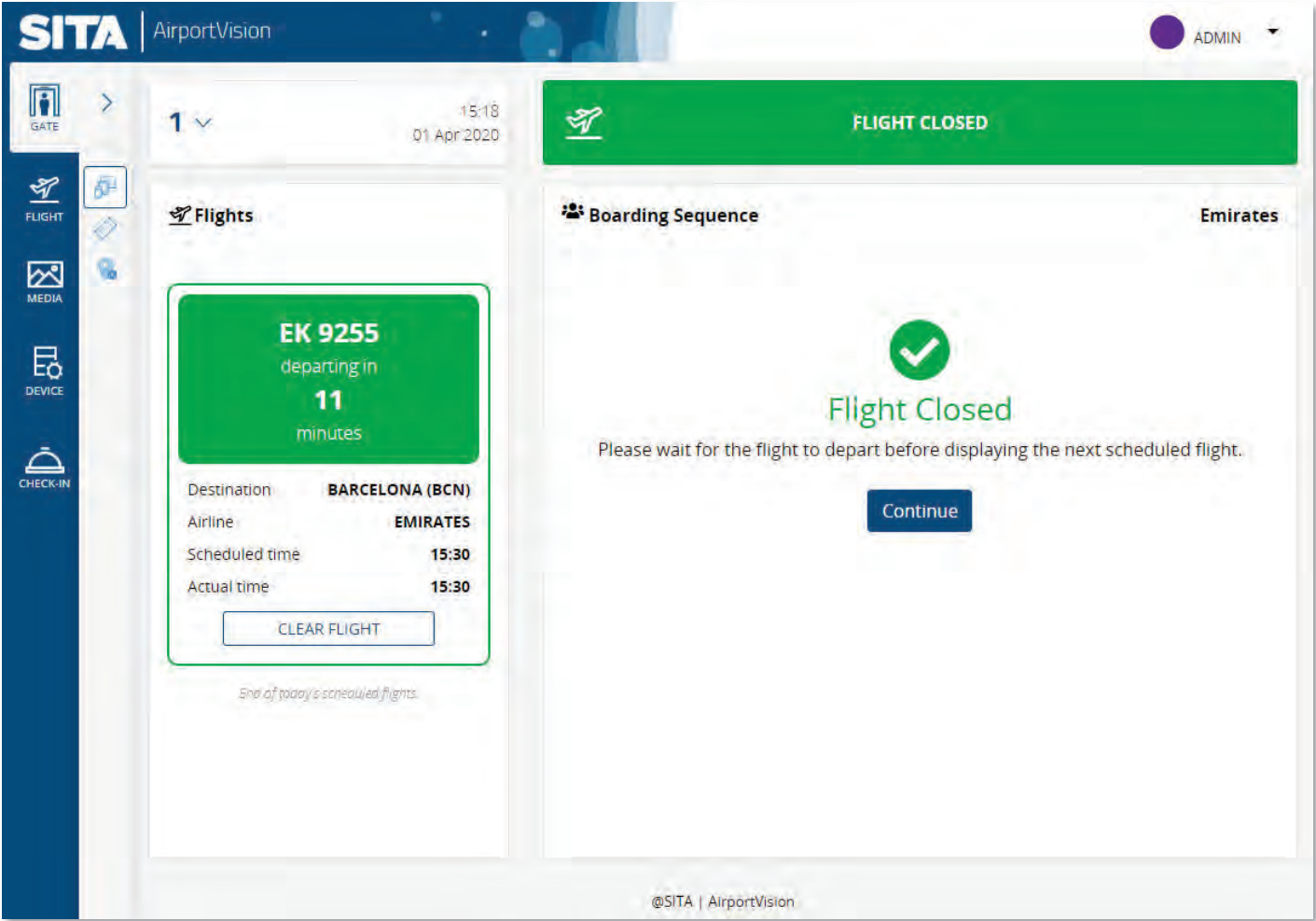
Example of the “Gate” page

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Example of an active flight during its boarding sequence

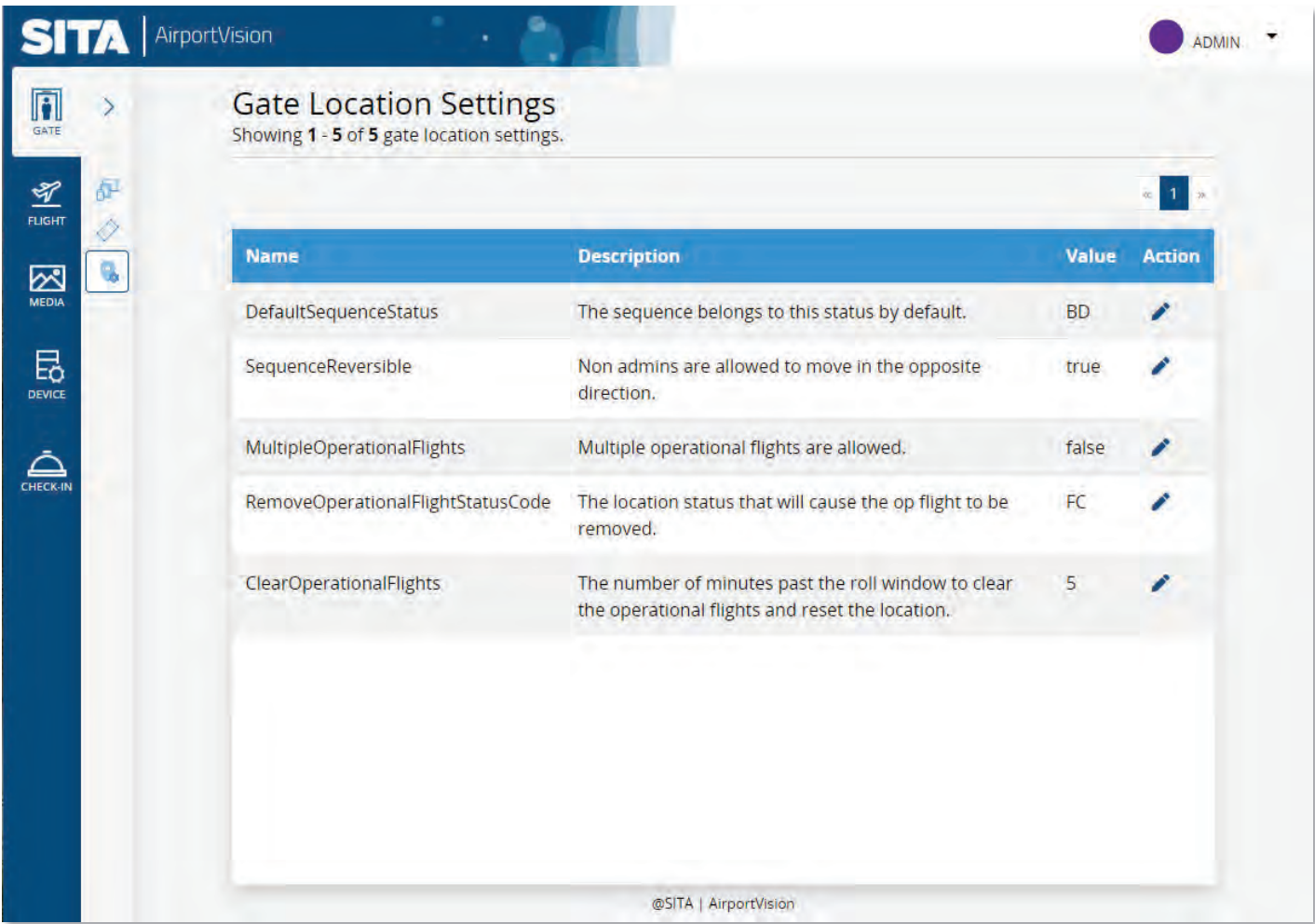
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Example of a completed flight with a completed boarding sequence

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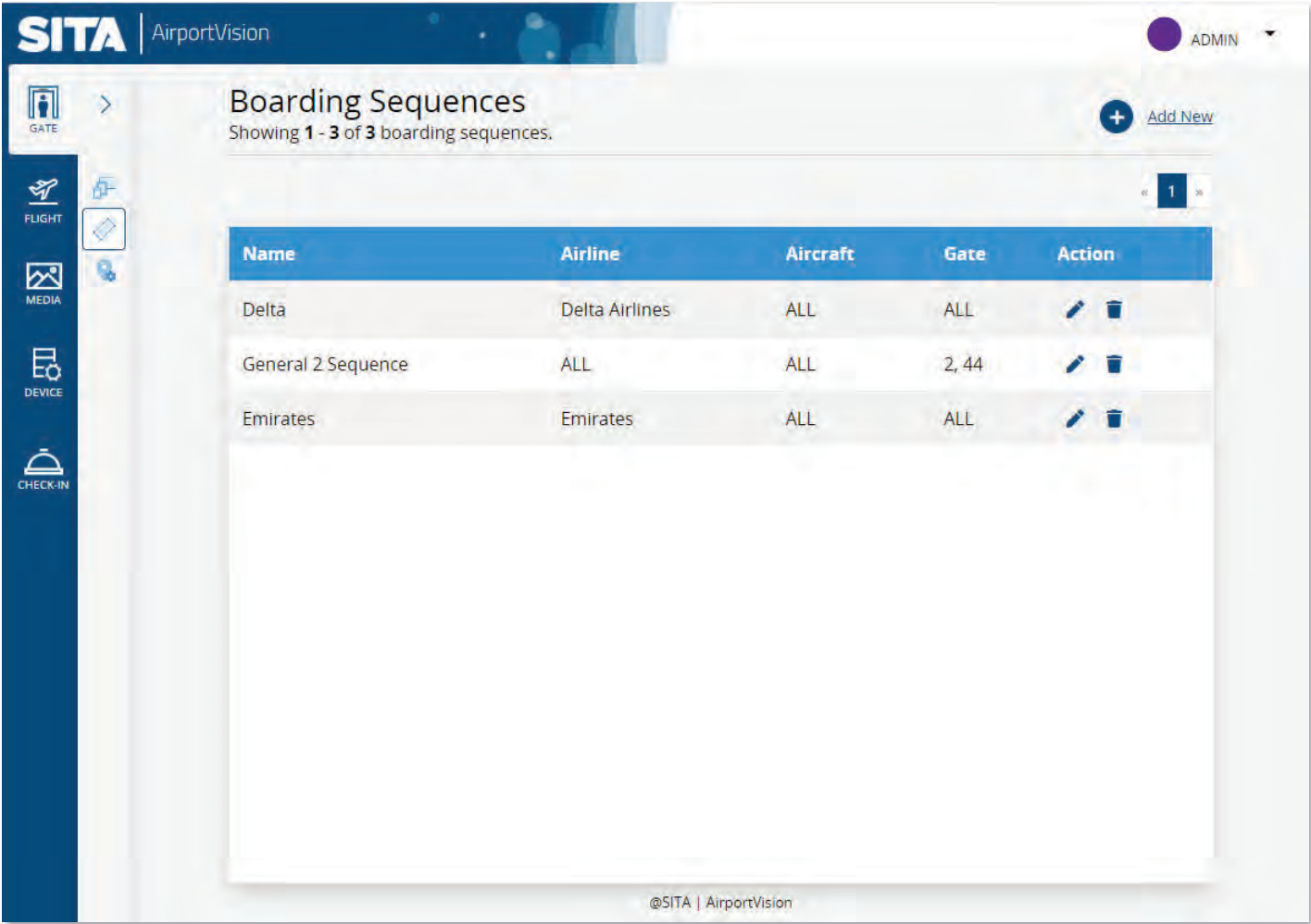
The next few examples outline administrative functions from the gate module:



Example of the “Gate Location Settings” page (administrative function)

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Boarding Sequences can be created, updated, or deleted from the boarding sequence administrative function:



Example of the “Boarding Sequences” page (administrative function)

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Boarding Sequences can be filtered by airline, aircraft, or gate. For Example, one could create a specific sequence for American Airlines by aircraft type 777. This sequence could automatically be assigned when a flight matches this criterion.

New boarding sequence

Name

Enter a name that briefly describes the new boarding sequence.

Enter name

Scope

Specify the airlines and aircraft that may use this boarding sequence and the gates where it may be used.

Airline

Select and add any airlines that may use this boarding sequence, or leave blank for all.

Select airline +

Aircraft

If this sequence should only be used within certain aircraft, select and add the aircraft for this boarding sequence. Otherwise, leave blank for all aircraft.

Select aircraft +

Gates

If this sequence should only be used at certain gates, select and add the gates where this sequence may be used. Otherwise, leave blank for all gates.

Select gate +

Sequence steps

Add, change, move and delete the rows below to define the sequence.

Add step +

SAVE

CANCEL

Example of the “New boarding sequence” dialog box (administrative function)

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Sequence steps can be added, removed, and reordered for any sequence. Additionally, if a sequence step was previously defined, it can be re-used. A type-ahead functionality exists as a user types in the “Add step” box.

Example of the “Update boarding sequence” dialog box (administrative function)

The SITA IDS check-in module provides users with a check-in agent role to directly control information on a check-in display. An authorized user must have the check-in role assigned to access it.

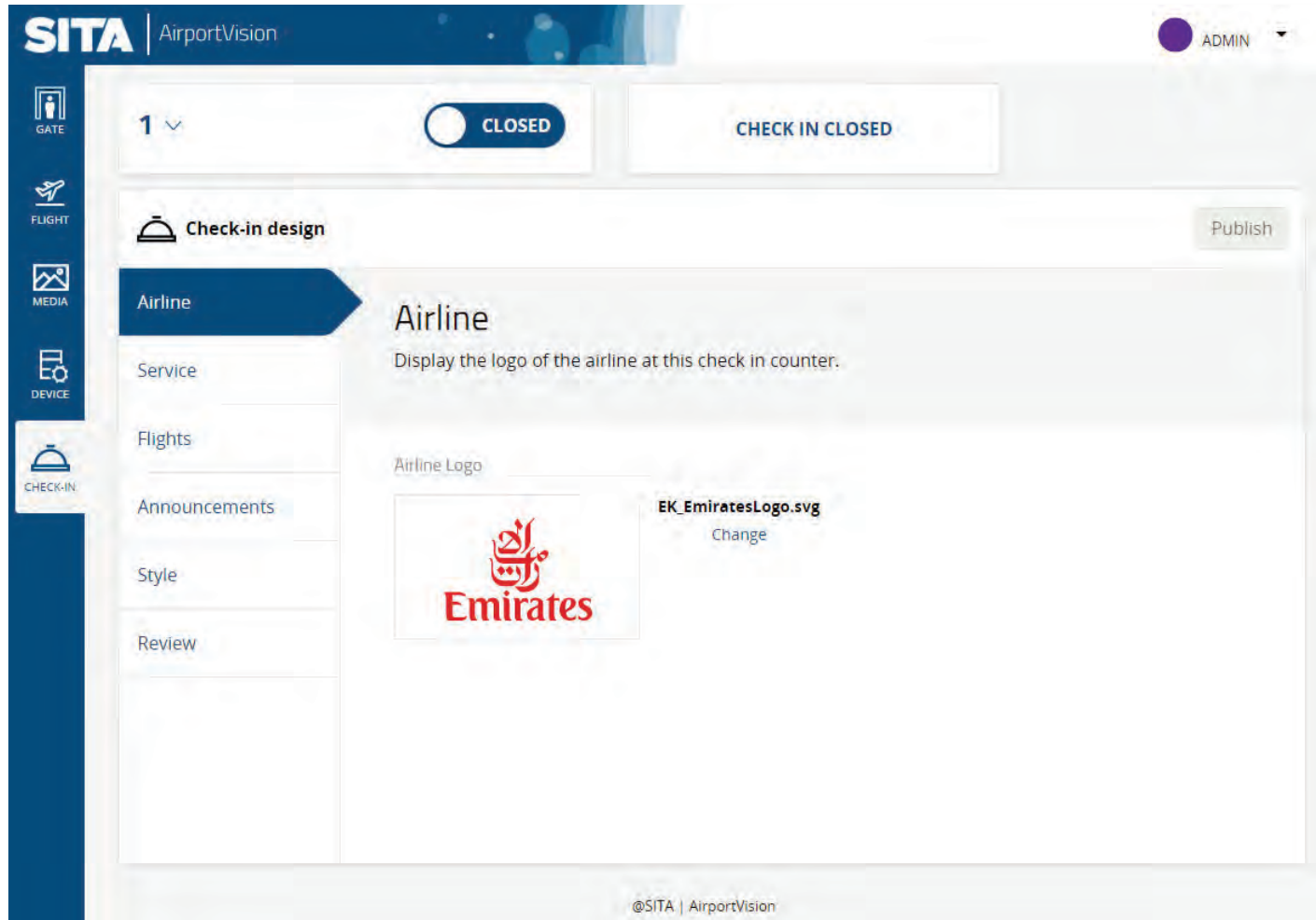
Core features include:

- Open / Close the check-in Counter
- Control the content for the check-in display
 - Choose an airline logo
 - Choose the type of service
 - Chose the flight(s) to be shown
 - Not implemented yet

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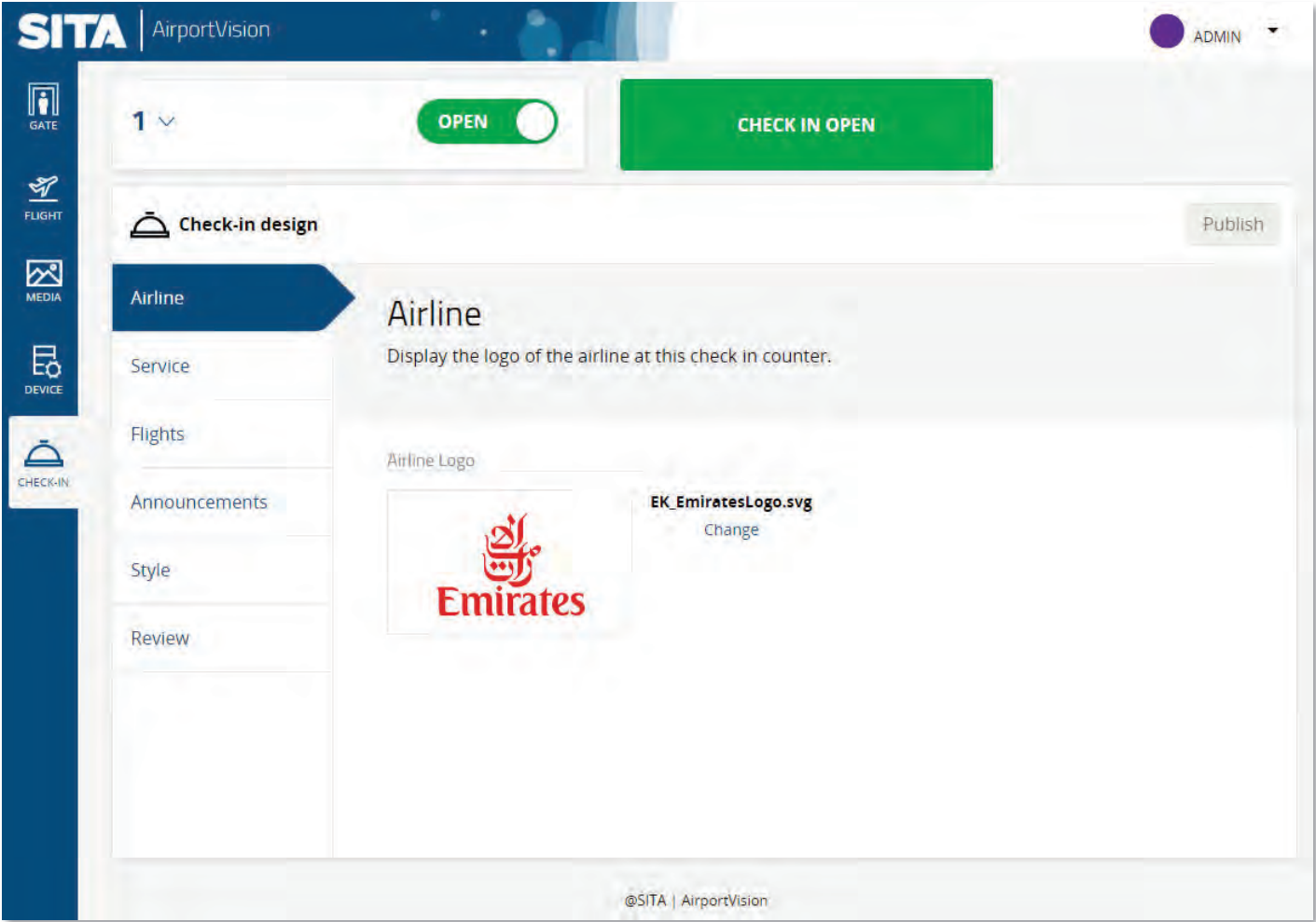
- Messaging options
 - Not implemented yet
- Choose the style (look and appearance of the display)
 - Background color and opacity
 - Text color
 - Background image
- Review and publish the check-in changes

The following screenshots will outline some additional functionality in detail.



Example of the “Check-In” page (check-in is closed)

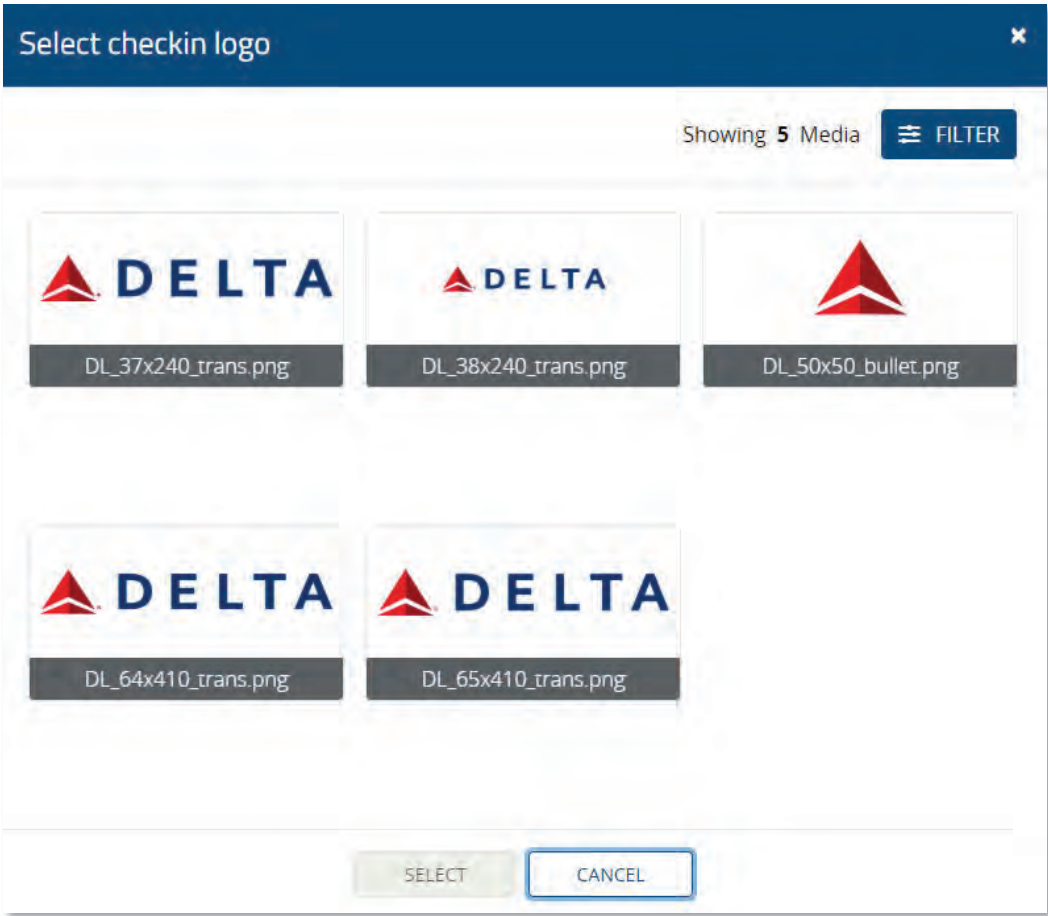
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Example of the “Check-In” page (check-in is open)

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At Gunnison-Crested Butte Regional Airport

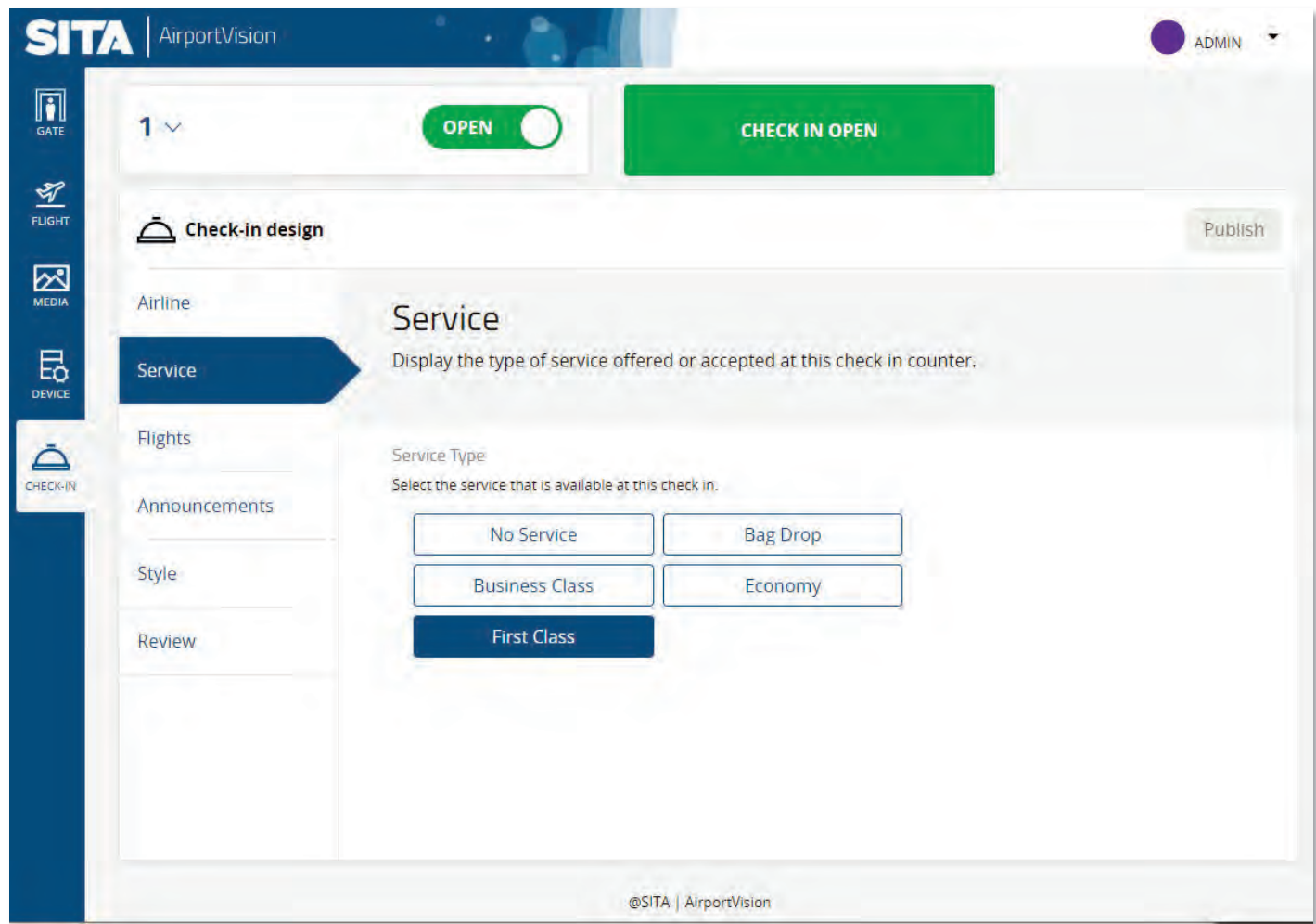
The airline design function allows a choice of logo. Users can select a logo of their choice by filtering. In the Example below, Delta Airlines was selected, and the filter/choice option is presented.



Example of the “Select check-in logo” dialog box

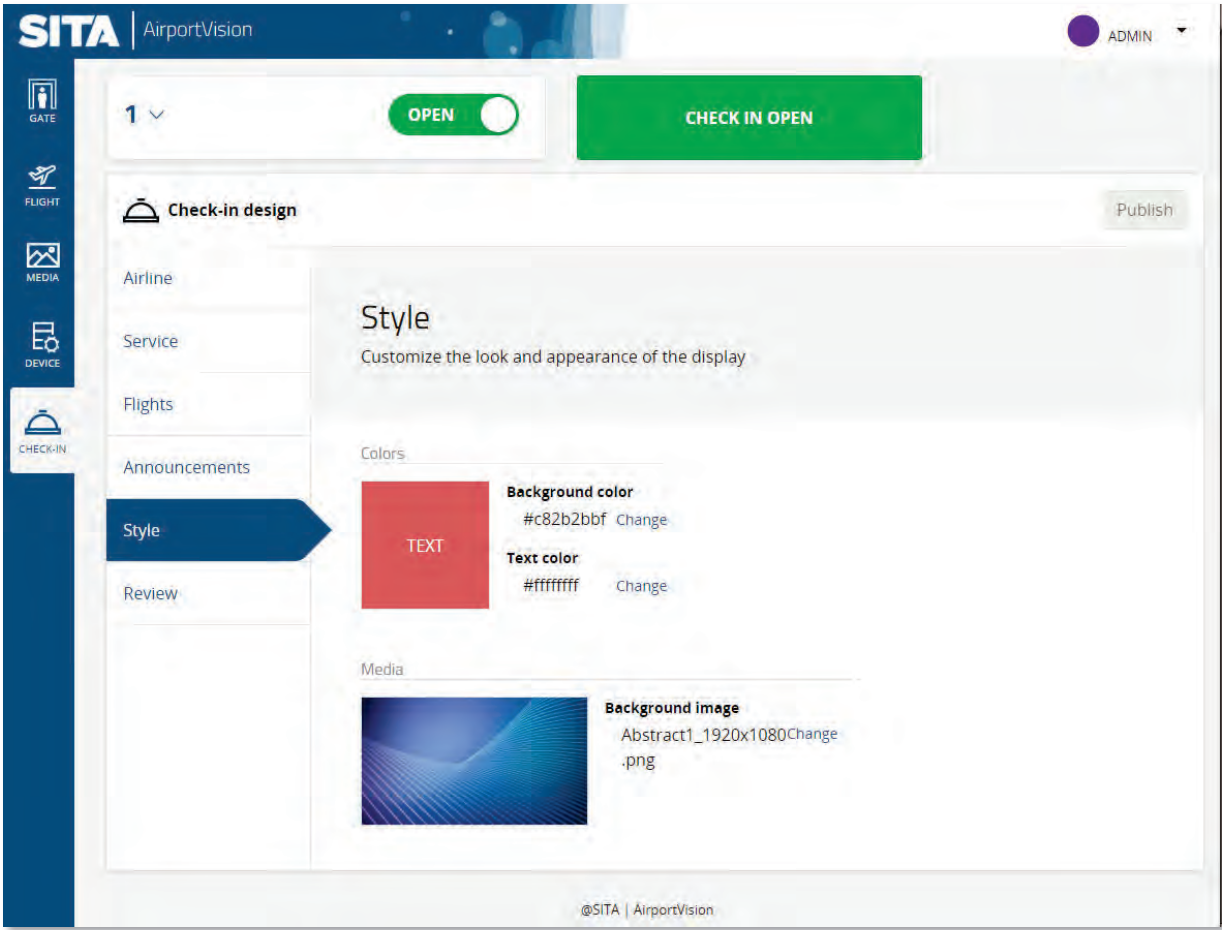
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The service types are configurable.

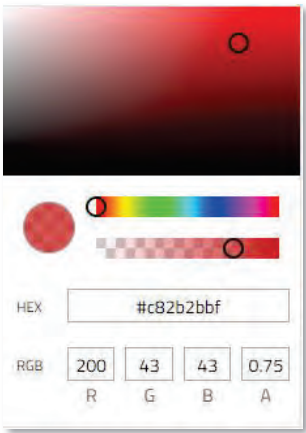


Example of the Check-In “Service” page

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At Gunnison-Crested Butte Regional Airport

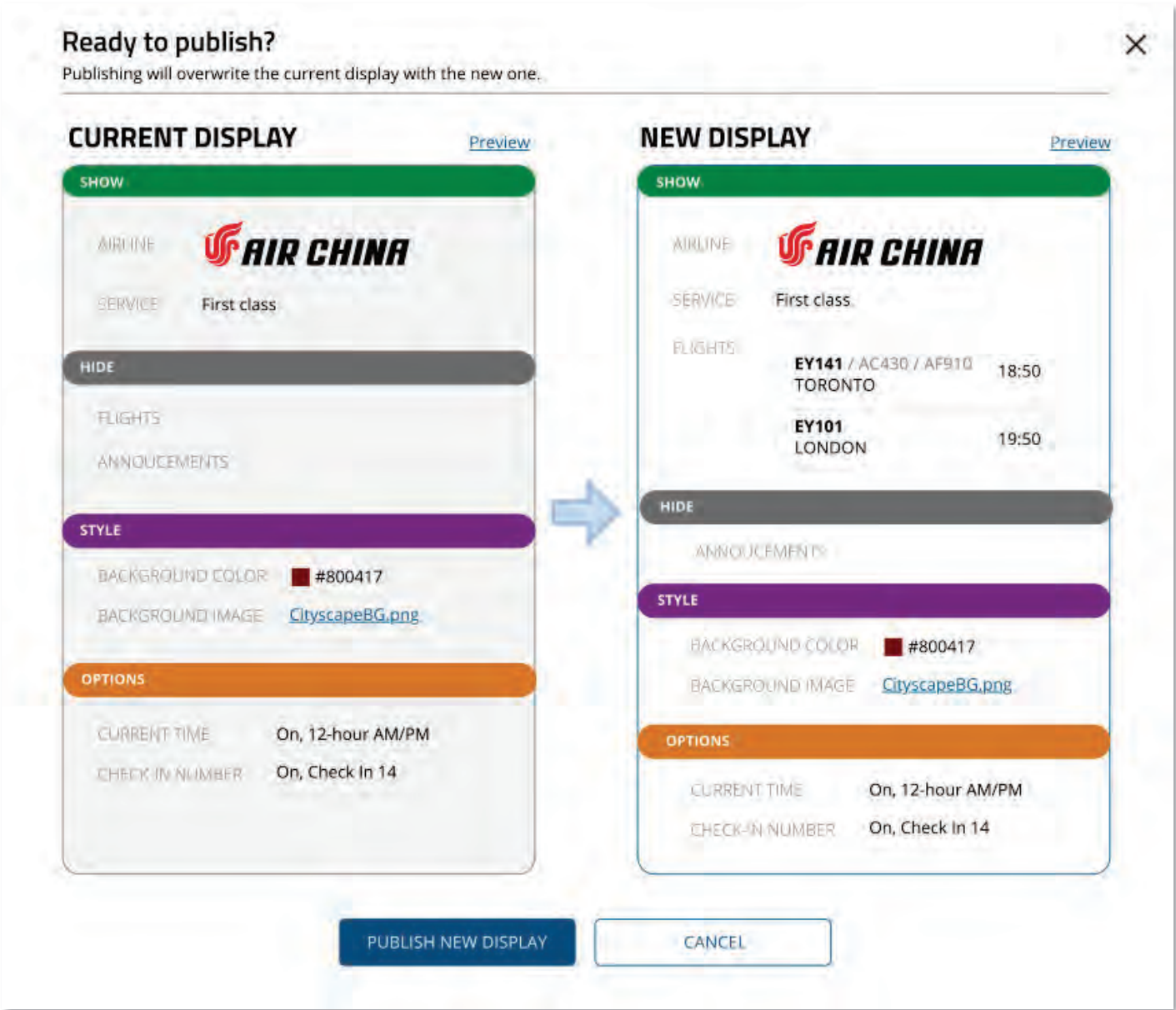


Example of the Check-In “Style” page



Example of the color picker

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Example of the Check-In “Ready to publish?” page (mockup)

The SITA IDS device module enables administrative users to maintain devices and playlist configurations. Any authorized user must have the device administration role to access the module.

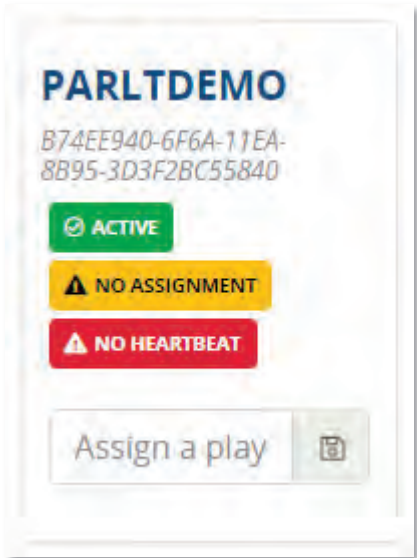
There are two core functions within the device module.

- Devices
- Playlists

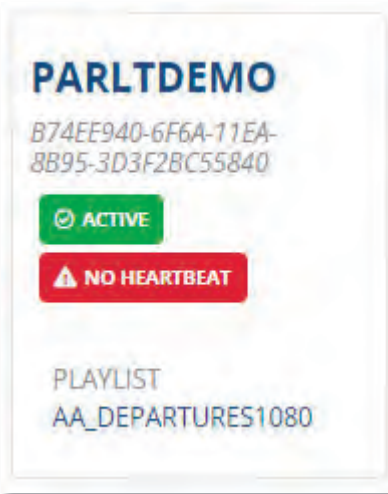
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The devices function within the device module is where a user can edit devices and assign playlists to devices.

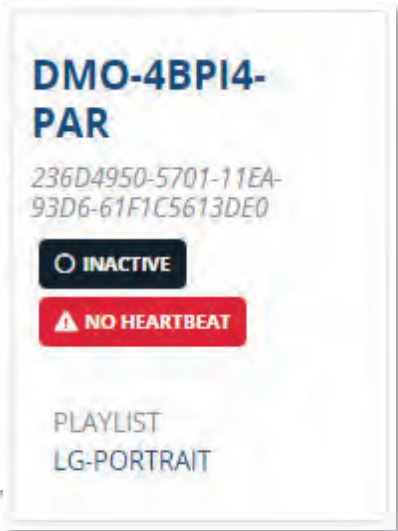
Once registered, a device can then have a playlist assigned to it.



Example of a device which is active with no assignment

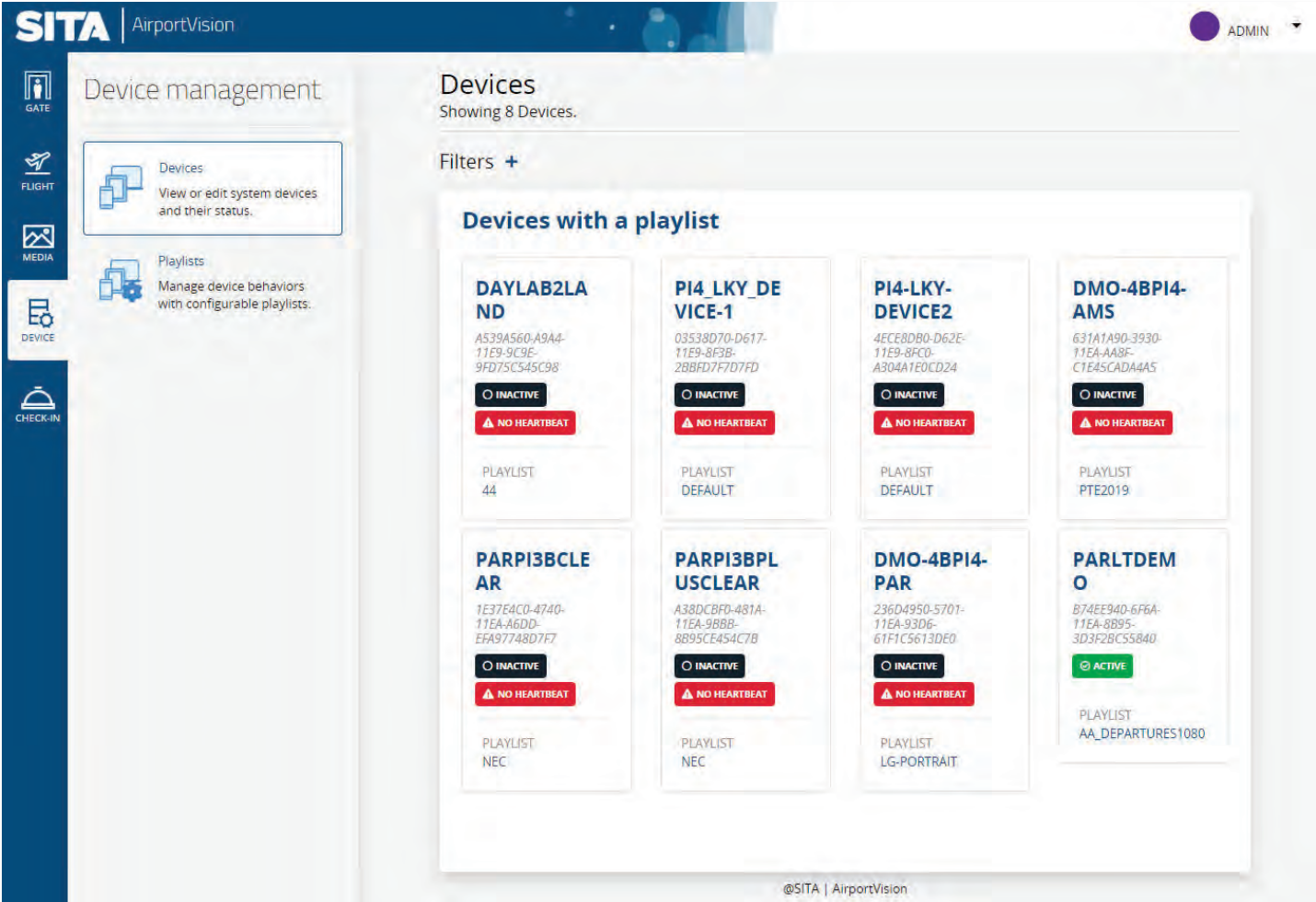


Example of a device which is active with assignment



Example of a device which is inactive

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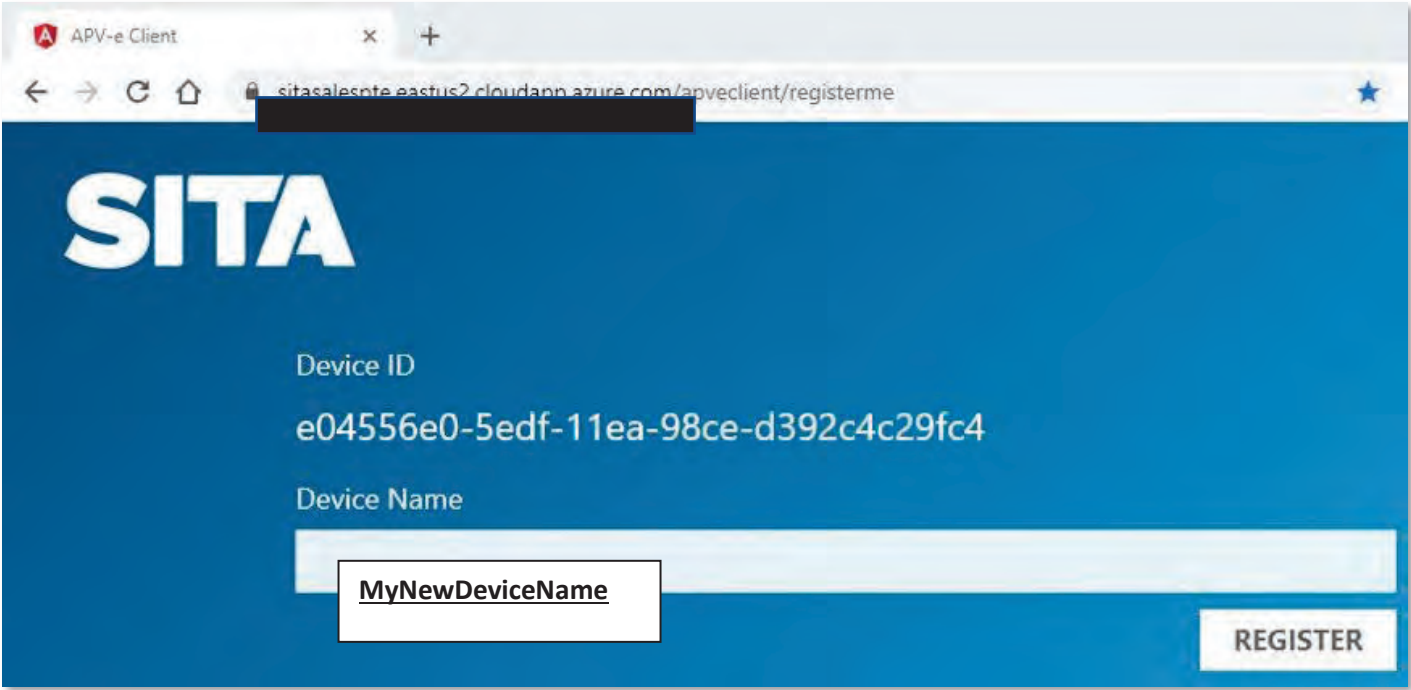


Example of the “Devices” page

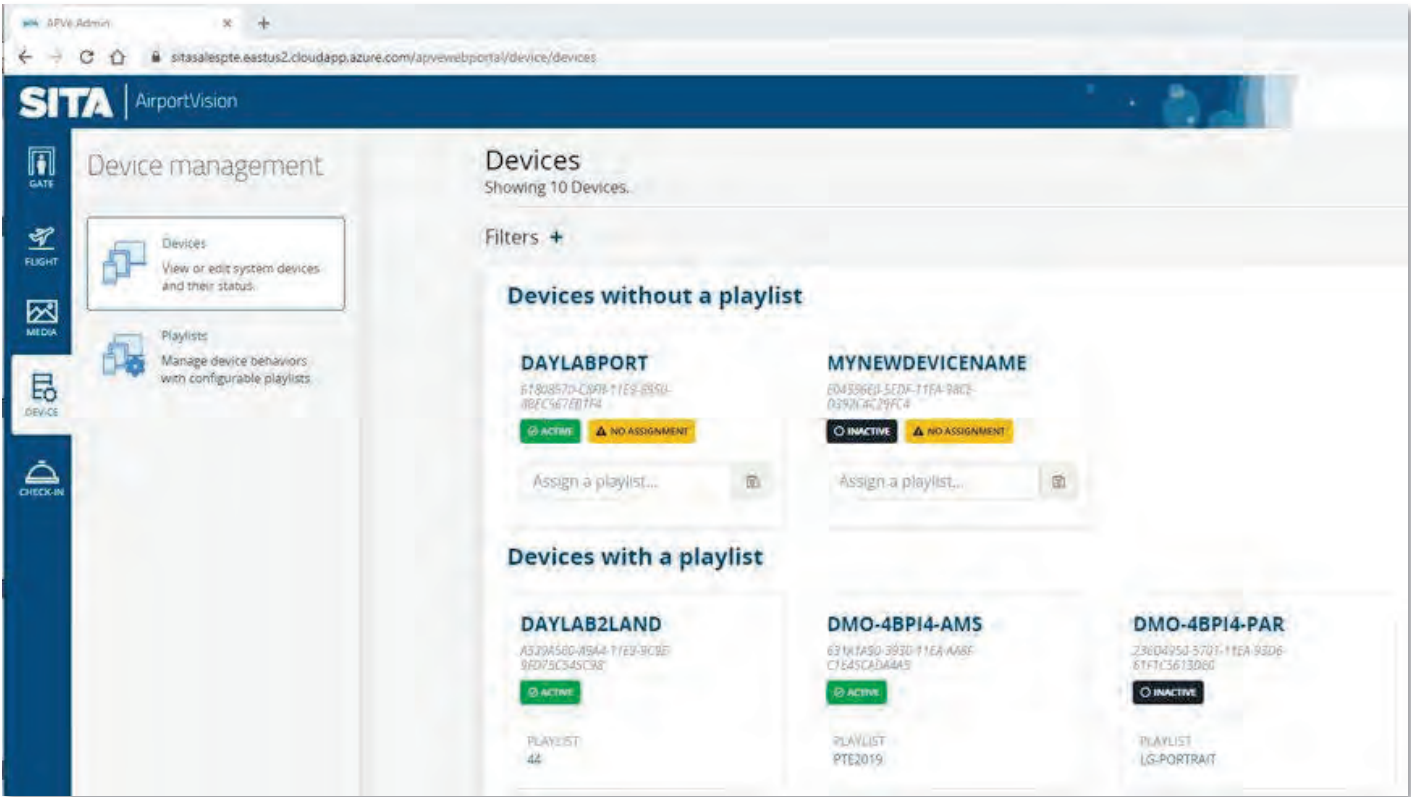
SITA IDS has a simple-to-use device registration process using a registration webpage.



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Example of the “Register Me” page



Example device(s) awaiting playlist assignment

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At Gunnison-Crested Butte Regional Airport

Edit Device: mynewdevicename

Name and UID

Identifiers for this device. These settings may not be changed.

Device name

mynewdevicename

UID

e04556e0-5edf-11ea-98ce-d392c4c29fc4

Descriptors

Additional details that further describe this device.

Type

Model

Manufacturer

Operating System

Playlist configuration

Determines the device behaviour, including templates, styles, and timings. Each device must be assigned a playlist.

Playlist

ARRIVALSCITYSORT

Last edited on 06 Mar 2020 at 14:46

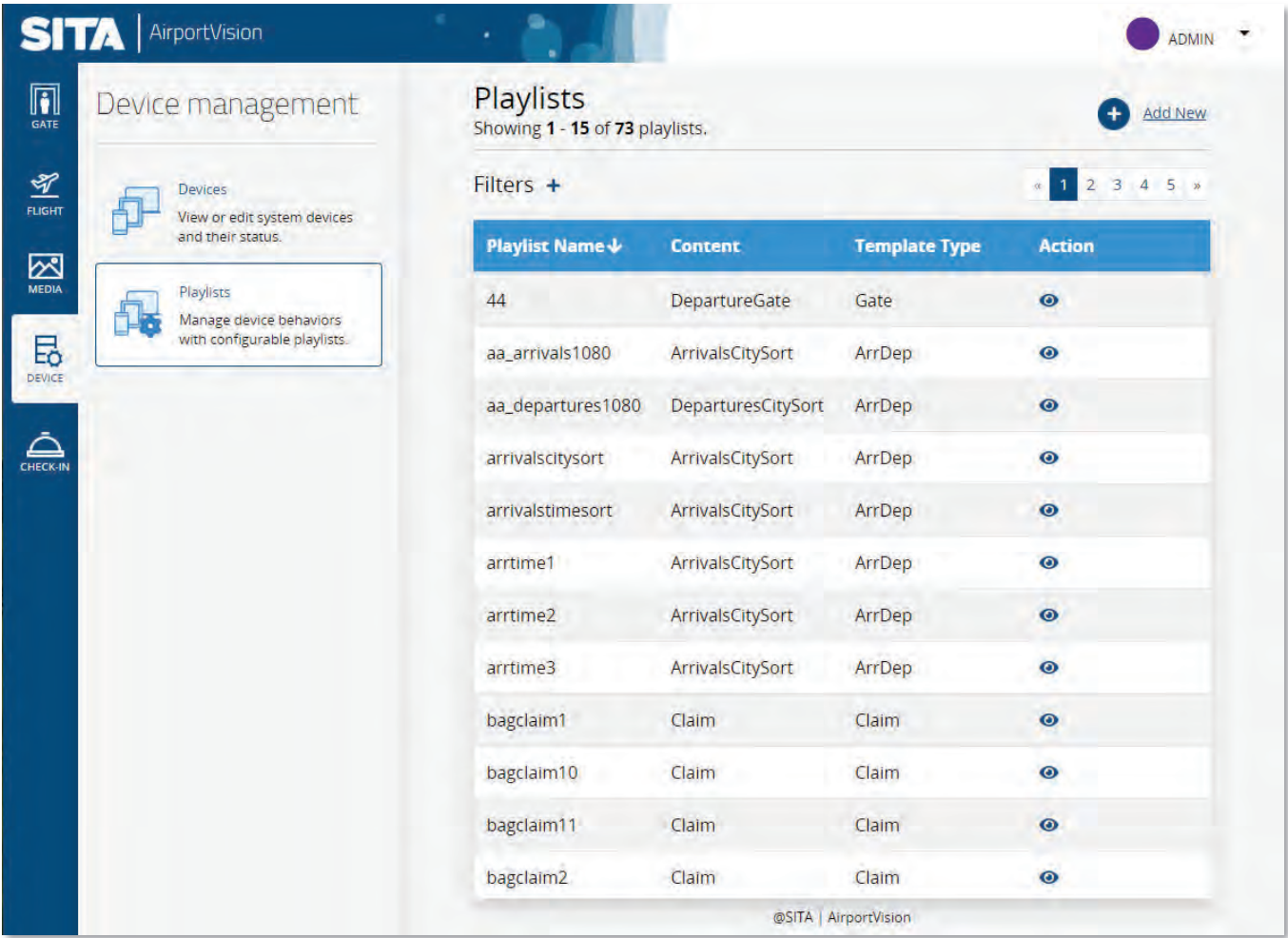
SAVE

CANCEL

Example of the “Edit Device” playlist assignment dialog box

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At Gunnison-Crested Butte Regional Airport

A playlist is defined as a collection of templates. It can be as simple as one template such as a single arrivals page, or it can be a collection of templates. For example, a playlist can include an arrival page in English, an arrival page in French, a departure page in English, and a departure page in French.



Example of the Device “Playlists” page

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Playlists

Playlist name:

lg-portrait

Description:

For the LG Showroom

Device Settings:

Add Template

select template

+

DeparturesCitySort

ArrivalsCitySort

DepartureGate

ArrivalsClaimSummary

{
 "title": [
 "Departures "
],
 "subtitle": [
 "Where is my Gate?"
],
 "headings": true,
 "flightQuery": {
 "rollOffMinutesFromNow": -30,
 "rollOnMinutesFromNow": 720,
 "limit": {
 "screenNumber": 1,
 "pageSize": 20,
 }
 }
}

Save

CANCEL

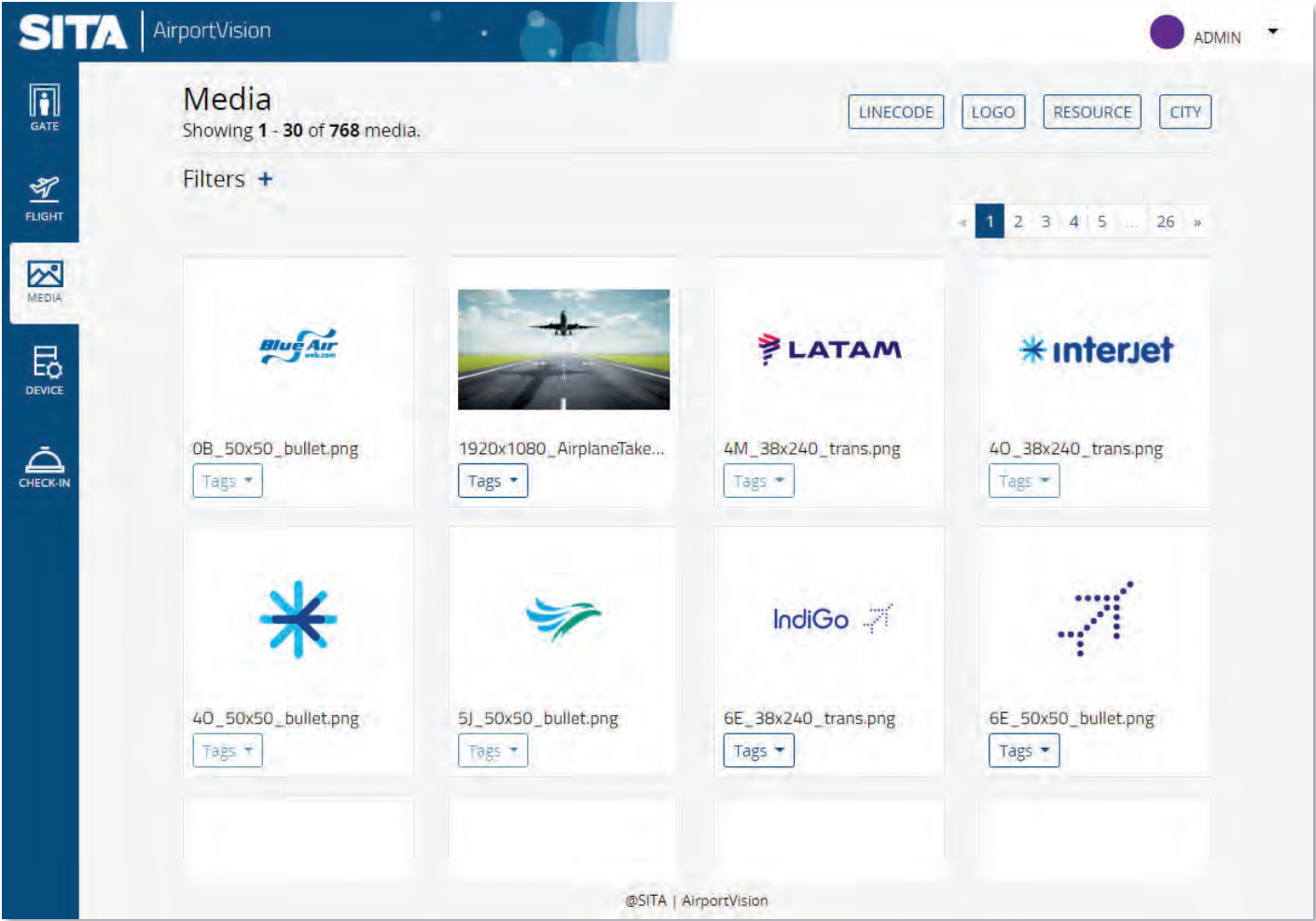
Example of the “Playlists” edit playlist dialog box

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Media is managed in SITA IDS using unique Tags. Tags can be freely created and then assigned to any media.

Current acceptable media types are:

- SVG: scalable vector graphic (*.svg)
- PNG: portable network graphic (*.png)
- JPG: joint photographic experts group (*.jpg, *.jpeg)



Example of the “Media” page

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At Gunnison-Crested Butte Regional Airport

Add new filter

How do you want to filter Medias?

NAME

EXTENSION

TAG

TAG VALUE

CREATE

CANCEL

Example of the “Add new filter” dialog box

ABZ_Aberdeen.jpg



Name

ABZ_Aberdeen.jpg

File Size

533053

Height

1080

Extension

jpg

Width

1920

Tag Name

Tag value

+

orientation landscape x

Content

field city

value_type gate_background

language en

code ABZ

site ABC

Close

Example of a media description and assigned tags

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SITA IDS supports the following flight data interfaces:

- SITA ConnectXML – this method is available as a bidirectional interface and is proprietary to SITA.
- AIDX – this method is available as a bidirectional interface for Non-SITA systems that support AIDX.
- Flight Information API – This is a REST-based Application Program Interface (API) that third parties can use to request/subscribe to flight information.

SITA has spent significant effort with feedback from airport customers, airline customers, seasoned travelers, families, and the one-time traveler to produce the best out-of-the-box templates in its base product offering. Template aesthetics and content are a direct result of the focus group's input on what travelers want most while maintaining the considerations of customers with vision impairments

List of Out-of-the-Box templates and the standard features included with them:

- Check-In (CI)
- Departure (D)
- Arrival (A)
- Arrival Summary (AS)
- Gate (G)
- Baggage Carousel (BC)
- Static Media (SM)
- Global Emergency (EMR)

Feature	Template	Notes
Landscape	CI, D, A, AS, G, BC, SM, EMR	Templates that are 1920 pixels wide by 1080 pixels high
Portrait	CI, D, A, AS, G, BC, SM, EMR	Templates that are 1080 pixels wide by 1920 pixels high
Light / Dark Mode	CI, D, A, AS, G, BC	Light mode (white) template theme or Dark mode (black) template theme
Time Sort	D, A, AS, G, BC	Templates that are sorted by schedule time of operation
City Sort	D, A, AS	Templates that are sorted alphabetically by destination/origin
Toast Messaging	CI, G, BC	Non-intrusive, directed / targeted messaging
Multi-page	D, A, AS, BC	Multiple pages within a single playlist. For Example, a single Departure display playlist, that cycles three departure pages: page 1, page 2, and page 3.
Sync	D, A, AS, BC	Ability to synchronize flips and “whooshes” for multi-instanced values across screens.
Banks	D, A, AS, BC	Allows a bank of monitors—for Example, three Departure monitors with the continuous flow from monitor 1 to monitor 3.
Emergency Override	CI, D, A, AS, G, BC, SM	Allows an emergency to override the operation of a screen-type/output for the duration of the emergency
Network Connection Loss	CI, D, A, AS, G, BC, SM	The template would display an interruption message if it was previously active until a connection is restored
Animated Lists	D, A, AS, G, BC	Ability to cycle code shares or other multi-instance data fields
Data Update Blink	D, A, AS, G, BC	Blinks data for 5 seconds on a recent update
Column Headers	D, A	Ability to turn row column headers on/off

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
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Language	CI, D, A, AS, BC,	Ability to have templates in languages other than English
Footer	CI, D, A, AS	Ability to have a footer image at the bottom of a layout.
12H / 24H Time	CI, D, A, AS, G, BC, SM	Ability to show time values in 12-hour vs. 24-hour time.

The arrival template is designed to go in the meet-and-greet sections for airports or offsite locations.

Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Scheduled Arrival Time
- Origin City
- Baggage Carousel
- Flight Status

Template features:

- Can edit header background image
- Can edit header tag and sub-tag
- Can edit airport logo
- Can edit colors / font colors (not web cards)
- Custom Filtering

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At Gunnison-Crested Butte Regional Airport

ARRIVALS

Where is my claim?

Heathrow
13:55

CITY	AIRLINE	FLIGHT	BAG CLAIM	STATUS
12:05 CHICAGO	American	AA 46	1	CANCELLED
12:30 MIAMI	Virgin Atlantic	VS 6	11	CANCELLED
12:30 HELSINKI	American	AA 8981	1	ON TIME
12:50 VIENNA	American	AA 6640	1	ON TIME
13:05 SAN DIEGO	Aer Lingus	EI 8972		ON TIME
13:05 SAN DIEGO	IBERIA	IB 7432		ON TIME
13:05 SAN DIEGO	American	AA 6204	1	ON TIME
13:05 SAN DIEGO	FINNAIR	AY 5452	3	ON TIME
13:10 BARCELONA	BRITISH AIRWAYS	BA 479	1	ARRIVED
13:10 LOS ANGELES	American	AA 108	1	CANCELLED
13:15 SAO PAULO	FINNAIR	AY 4426	3	ON TIME
13:15 SAO PAULO	BRITISH AIRWAYS	BA 7630	1	ON TIME
13:15 SAO PAULO	CATHAY PACIFIC	CX 7862	7	ON TIME
13:15 SAO PAULO	JAPAN AIRLINES	JL 5508	5	ON TIME
13:15 SAO PAULO	KOREAN AIR	KE 7970		ON TIME
13:35 LISBON	QATAR	QR 5916		ON TIME
13:35 LISBON	CATHAY PACIFIC	CX 7216	7	ON TIME
13:35 LISBON	FINNAIR	AY 5981	3	ON TIME
13:35 LISBON	American	AA 6375	1	ON TIME
13:35 LOS ANGELES	Virgin Atlantic	VS 24	11	ARRIVED

POWERED BY SITA

Example of Portrait layout

ARRIVALS

Where are my bags?

SITA
11:40

CITY	AIRLINE	FLIGHT	BAG CLAIM	STATUS
08:45 ATLANTA	Virgin Atlantic	VS 4044	3	ARRIVED
09:15 MIAMI	EL AL	EY 8080	1	ARRIVED
10:20 TEL AVIV-YAFO	DELTA	DL 4421	11	CANCELLED
10:30 NEW YORK - JFK	American	AA 104	1	CANCELLED
10:30 NEW YORK - JFK	ROYAL JORDANIAN	RJ 7116	9	ON TIME
10:55 MIAMI	American	AA 6161	1	ON TIME
10:55 SALT LAKE CITY	KLM	KL 6049		ON TIME
10:55 SALT LAKE CITY	AIRFRANCE	AF 3573		ON TIME
10:55 SALT LAKE CITY	Virgin Atlantic	VS 4020	11	ON TIME
10:55 MIAMI	FINNAIR	AY 5508	3	ON TIME
10:55 MIAMI	Aer Lingus	EI 8908		ON TIME
10:55 MIAMI	IBERIA	IB 7398		ON TIME
11:00 NEW YORK - JFK	Virgin Atlantic	VS 4030	11	ON TIME

POWERED BY SITA

Example of Landscape layout



Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

ARRIVALS Where are my bags?					SITA 2:10 PM	
TIME	AIRLINE	FLIGHT	BAGS CLAIM	STATUS		
12:28 PM AUSTIN	American	AA 2287	3	ON TIME		
1:10 PM BALTIMORE	American	AA 3866	3	ON TIME		
1:55 PM BARCELONA	American	AA 67	8	ON TIME		
9:50 AM BERMUDA	American	AA 1443	9	ON TIME		
8:59 AM BOSTON	American	AA 1283	4	ON TIME		
4:09 PM CANCUN	American	AA 1327	2	ON TIME		
10:04 AM CHARLOTTE	American	AA 217	5	ON TIME		
11:21 AM CHARLOTTE	American	AA 388	8	ON TIME		
2:00 PM CHARLOTTE	American	AA 1027	2	ON TIME		
3:12 PM CHARLOTTE	American	AA 2731	2	ON TIME		
6:04 PM CHARLOTTE	American	AA 2246	8	ON TIME		
3:02 PM CHICAGO O HARE	American	AA 272	1	ON TIME		
1:50 PM CINCINNATI	American	AA 3432	4	ON TIME		
2:04 PM CLEVELAND	American	AA 3393	9	ON TIME		
2:45 PM COLUMBUS	American	AA 4473	10	ON TIME		
2:30 PM INDIANAPOLIS	American	AA 3787	1	ON TIME		
12:00 PM LONDON HEATHROW	American	AA 101	10	ON TIME		
5:00 PM LONDON HEATHROW	American	AA 105	2	ON TIME		
4:47 PM LOS ANGELES	American	AA 2	5	ON TIME		
7:03 PM LOS ANGELES	American	AA 298	7	ON TIME		
					POWERED BY SITA	

Example of Portrait – Airline Branded



**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport**

ARRIVALS

Where are my bags?

SITA

2:25 PM

OTY	ARRIVE	FLIGHT	BAG CLAIM	STATUS
9:04 AM	jetBlue	B6 838	7	ON TIME
9:20 AM	ANCHORAGE	CHINA AIRLINES	CI 5322	ARRIVED
10:23 AM	ATLANTA	AZ 5904	8	ON TIME
10:18 AM	AUSTIN	Air Lingus	BI 5001	ON TIME
8:37 AM	BALTIMORE	AEROMEXICO	AM 3303	IN RANGE
9:50 AM	BERMUDA	American	AA 1423	ON TIME
9:51 AM	BERMUDA	jetBlue	B6 2232	ON TIME
8:26 AM	BOSTON	United Mileage Plus	AT 9517	IN RANGE
8:59 AM	BOSTON	BRITISH AIRWAYS	BA 5609	ON TIME
9:35 AM	BUENOS AIRES	DELTA	DL 7601	ON TIME
9:54 AM	BUFFALO	United Mileage Plus	AT 9633	ON TIME
10:19 AM	CASABLANCA	United Mileage Plus	AT 202	ON TIME
8:11 AM	CHARLOTTE	KOREAN AIR	KE 7474	ARRIVED
10:04 AM	CHARLOTTE	American	AA 217	ON TIME
9:50 AM	CHICAGO O HARE	American	AR 7033	ON TIME
8:45 AM	CLEVELAND	AEROMEXICO	AM 3228	ON TIME
7:55 AM	DELHI	INDIAN AIRLINES	AI 101	ARRIVED
10:23 AM	DETROIT	AZ 5971	6	ON TIME
8:50 AM	DUBAI	Emirates	EK 203	ON TIME
9:03 AM	FT LAUDERDALE	Azul	AD 7628	ON TIME

POWERED BY SITA

ARRIVALS

Where are my bags?

SITA

2:26 PM

OTY	ARRIVE	FLIGHT	BAG CLAIM	STATUS
10:16 AM	FT LAUDERDALE	DELTA	DL 2185	ON TIME
8:41 AM	INDIANAPOLIS	DELTA	DL 3480	ON TIME
8:27 AM	JACKSONVILLE	DELTA	DL 5206	IN RANGE
8:51 AM	JACKSONVILLE	jetBlue	B6 1679	ON TIME
8:10 AM	LAS VEGAS	jetBlue	B6 1248	ARRIVED
8:55 AM	LIMA	American	AA 7746	ON TIME
7:43 AM	LOS ANGELES	jetBlue	B6 1432	ARRIVED
7:55 AM	LOS ANGELES	Alaska	AS 450	ARRIVED
9:13 AM	LOS ANGELES	jetBlue	B6 2024	ON TIME
10:24 AM	MALAGA	DELTA	DL 271	ON TIME
9:30 AM	MEXICO CITY	Interjet	AD 2954	ON TIME
10:23 AM	MIAMI	DELTA	DL 2732	ON TIME
8:50 AM	NANTUCKET	jetBlue	B6 1492	ON TIME
9:59 AM	NASHVILLE	BRITISH AIRWAYS	BA 1586	ON TIME
8:00 AM	NEWARK	EL AL	LY 28	IN RANGE
8:25 AM	OAKLAND	jetBlue	B6 168	ARRIVED
8:00 AM	ONTARIO	QATAR	QR 3822	IN RANGE
10:04 AM	ORLANDO	DELTA	DL 2058	ON TIME
10:23 AM	ORLANDO	EL AL	LY 8677	ON TIME
10:15 AM	PARIS	AIRFRANCE	AF 72	ON TIME

POWERED BY SITA

ARRIVALS

Where are my bags?

SITA

2:27 PM

OTY	ARRIVE	FLIGHT	BAG CLAIM	STATUS
7:58 AM	PHOENIX	jetBlue	B6 136	ARRIVED
7:50 AM	PITTSBURGH	DELTA	DL 3464	ARRIVED
8:52 AM	PORT OF SPAIN	jetBlue	B6 2918	ON TIME
8:22 AM	PORTLAND,OR	jetBlue	B6 1206	ARRIVED
8:01 AM	RENO	jetBlue	B6 80	IN RANGE
7:55 AM	SAN FRANCISCO	Alaska	AS 110	ARRIVED
8:45 AM	SAN FRANCISCO	jetBlue	B6 1516	ON TIME
7:33 AM	SAN JOSE	jetBlue	B6 670	ARRIVED
8:30 AM	SANTIAGO	Emirates	EK 5846	ON TIME
9:30 AM	SANTIAGO	LATAM	LA 532	ON TIME
10:00 AM	SANTIAGO	KLM	KL 7589	ON TIME
7:57 AM	SANTO DOMINGO	Emirates	EK 6852	ARRIVED
9:56 AM	SANTO DOMINGO	jetBlue	B6 1810	ON TIME
10:00 AM	SANTO DOMINGO	DELTA	DL 281	ON TIME
7:50 AM	SAO PAULO	LATAM	LA 8180	ARRIVED
9:19 AM	SAVANNAH	DELTA	DL 5255	ON TIME
9:58 AM	SYRACUSE	jetBlue	B6 315	ON TIME
10:17 AM	TAMPA	jetBlue	B6 326	ON TIME
10:15 AM	TOKYO	ANA	NAH 110	ON TIME
7:58 AM	TORONTO	DELTA	DL 5535	ARRIVED

POWERED BY SITA

Example of Portrait – Bank-of-Three

Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Scheduled Departure Time
- Destination City
- Departure Gate
- Counters (on the counter specific template)
- Flight Status

Template features:

- Can edit header background image
- Can edit header tag and sub-tag
- Can edit airport logo
- Can edit colors / font colors (not web cards)
- Custom Filtering

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

DEPARTURES					Heathrow
Where is my gate?					13:54
CITY	AIRLINE	FLIGHT	GATE	STATUS	
11:50 MINNEAPOLIS	KLM	KL 6111		DELAYED	
11:50 MINNEAPOLIS	AIRFRANCE	AF 3638		DELAYED	
12:20 DENVER	American	AA 6170	40	DELAYED	
12:20 DENVER	FINNAIR	AY 5419	18	DELAYED	
12:20 DENVER	IBERIA	IB 7407		DELAYED	
12:40 GIBRALTAR	American	AA 6301	24D	DEPARTED	
12:55 MIAMI	DELTA	DL 4386	26	CANCELLED	
13:10 DALLAS	GULF AIR	GF 4387	27	DEPARTED	
13:15 LOS ANGELES	virginatonic	VS 23	29	ON TIME	
13:15 DUBLIN	Aer Lingus	EI 8412	44	ON TIME	
13:20 SAN DIEGO	IBERIA	IB 7433		ON TIME	
13:20 SAN DIEGO	FINNAIR	AY 5453	20	ON TIME	
13:20 SAN DIEGO	American	AA 6203	27	ON TIME	
13:20 BUDAPEST	IBERIA	IB 7517		ON TIME	
13:20 BUDAPEST	QANTAS	QF 9504	3	ON TIME	
13:20 BUDAPEST	American	AA 6685	40	ON TIME	
13:25 BARCELONA	American	AA 6292	36	ON TIME	
13:30 LOS ANGELES	QANTAS	QF 8215	1	BOARDING	
13:35 ACCRA	BRITISH AIRWAYS	BA 81	24C	CANCELLED	
13:40 DUBAI	QANTAS	QF 8002	5	ON TIME	
POWERED BY SITA					

Example of Portrait layout

DEPARTURES					SITA
Where is my Gate?					11:41
CITY	AIRLINE	FLIGHT	GATE	STATUS	
09:25 SALT LAKE CITY	KLM	KL 6054		DELAYED	
09:25 SALT LAKE CITY	virginatonic	VS 4019	29	DELAYED	
09:25 SALT LAKE CITY	AIRFRANCE	AF 3576		DELAYED	
09:40 BOSTON	virginatonic	VS 4011	26	DELAYED	
09:40 BOSTON	KLM	KL 6187		DELAYED	
09:40 BOSTON	AIRFRANCE	AF 3610		DELAYED	
10:10 NAIROBI	IBERIA	IB 7323		DELAYED	
10:10 NAIROBI	American	AA 6653	42	DELAYED	
10:30 NEW YORK - JFK	KLM	KL 6102	19	DEPARTED	
10:30 COPENHAGEN	Emirates	EK 9161	1	BOARDING	
10:35 PRAGUE	American	AA 6589	24C	DEPARTED	
10:50 CHICAGO	IBERIA	IB 4189	35	CANCELLED	
10:55 DALLAS	IBERIA	IB 4915	36	ON TIME	
POWERED BY SITA					

Example of Landscape layout

DEPARTURES					Heathrow
Where is my check-in?					13 40
CITY	AIRLINE	FLIGHT	CHECK-IN	STATUS	
11:50 SALT LAKE CITY	KLM	KL 6054		DELAYED	
12:40 ATLANTA	AIRFRANCE	AF 3624		DEPARTED	
12:45 BUDAPEST	American	AA 6426		ON TIME	
12:50 MIAMI	EL AL	LY 8060		DEPARTED	
12:55 MINNEAPOLIS	KLM	KL 6111		ON TIME	
13:00 BEIRUT	AIR CANADA	AC 6526		ON TIME	
13:15 DUBLIN	Aer Lingus	EI 8412		ON TIME	
13:25 SEATTLE	DELTA	DL 4437		CANCELLED	
13:30 LOS ANGELES	QANTAS	QF 8215	1	ON TIME	
13:35 SAN FRANCISCO	AIRFRANCE	AF 9659		CANCELLED	
13:50 HELSINKI	American	AA 9011		ON TIME	
13:55 MARSEILLE	American	AA 6604		CANCELLED	
14:00 ACCRA	IBERIA	IB 7333		ON TIME	
POWERED BY SITA					

Example of Landscape – with Counters



Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

DEPARTURES Where is my Gate?					SITA 2:09 PM
CTY	AIRLINE	FLIGHT	GATE	STATUS	
8:10 AM MIAMI	American	AA 1610	23	BOARDING	
11:03 AM MIAMI	American	AA 1571	22	ON TIME	
12:59 PM MIAMI	American	AA 291	16	ON TIME	
3:59 PM MIAMI	American	AA 243	14	ON TIME	
4:29 PM MILAN	American	AA 198	16	ON TIME	
5:30 PM MONTREAL	American	AA 3940	12	ON TIME	
1:45 PM NASHVILLE	American	AA 3829	27	ON TIME	
8:00 AM NORFOLK	American	AA 3811	18	BOARDING	
3:35 PM NORFOLK	American	AA 3736	30	ON TIME	
10:50 AM PHOENIX	American	AA 2369	16	ON TIME	
1:30 PM PHOENIX	American	AA 952	19	ON TIME	
4:10 PM PHOENIX	American	AA 1587	16	ON TIME	
2:55 PM PITTSBURGH	American	AA 3653	29	ON TIME	
7:40 AM PUNTA CANA	American	AA 2475	16	DEPARTED	
4:20 PM RALEIGH/DURHAM	American	AA 4055	17	ON TIME	
4:45 PM ROME	American	AA 236	19	ON TIME	
10:45 AM SAN FRANCISCO	American	AA 179	23	ON TIME	
4:00 PM SAN FRANCISCO	American	AA 2305	12	ON TIME	
12:05 PM TORONTO	American	AA 3957	20	ON TIME	
2:45 PM TORONTO	American	AA 3586	28	ON TIME	

Example of Portrait – Airline Branded



**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport**

TIME	CITY	AIRLINE	FLIGHT	GATE	STATUS
12:27 PM	AKRON/CANTON	spirit	NK 386	B33	NOW 4:01 PM
2:50 PM	ALBUQUERQUE	Frontier	F9 1267	A12	DEPARTED
3:51 PM	ATLANTA	DELTA	DL 897	B73	ON TIME
4:10 PM	ATLANTA	Southwest	WN 2315	A103	ON TIME
4:35 PM	ATLANTA	DELTA	DL 2586	B74	ON TIME
5:30 PM	ATLANTA	DELTA	DL 2045	B73	ON TIME
2:28 PM	BALTIMORE	jetBlue	B6 1212	A3	CANCELLED
3:01 PM	BALTIMORE	spirit	NK 782	B34	BOARDING
3:05 PM	BALTIMORE	Southwest	WN 1173	A128	BOARDING
5:30 PM	BALTIMORE	Southwest	WN 1668	A121	ON TIME
3:33 PM	BOGOTA	Aerolinea	AVA 29	A28*	ON TIME NEW GATE: A28
11:58 AM	BOSTON	spirit	NK 432	B31	NOW 3:08 PM
2:18 PM	BOSTON	DELTA	DL 2504	B75	NOW 4:48 PM
4:10 PM	BOSTON	spirit	NK 348	B30	ON TIME
4:35 PM	BUFFALO	Southwest	WN 1385	A123	ON TIME
11:52 AM	CHARLOTTE	American	AA 1649	B58	NOW 3:00 PM
3:27 PM	CHARLOTTE	American	AA 561	B56	ON TIME
5:08 PM	CHARLOTTE	American	AA 677	B54	ON TIME
2:40 PM	CHICAGO-MIDWAY	Southwest	WN 574	A120	BOARDING
2:52 PM	CHICAGO-O'HARE	UNITED	UA 1500	B46	ON TIME

Example of Portrait – Dark Mode

Template available fields:

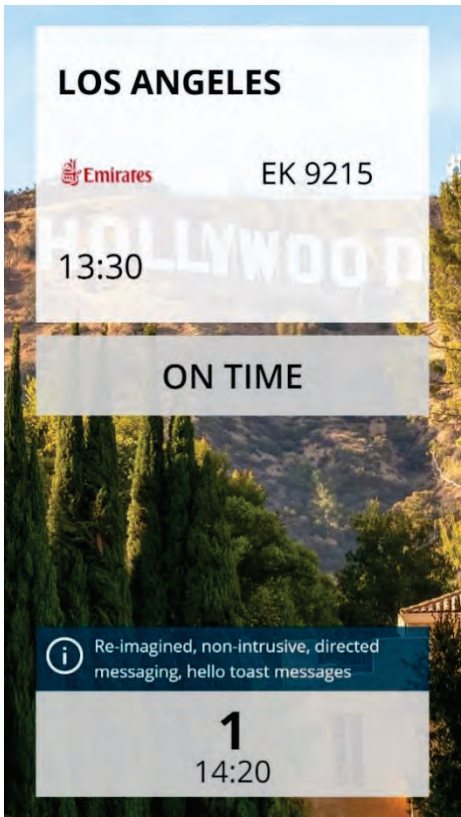
- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Current Time
- Scheduled Departure Time
- Destination City
- Departure Gate
- Flight Status
- Boarding Gate Remark (location specific)
- Boarding Sequence (location specific)
- Toasts (Visual Messages), these can be location specific or tied to a flight

Template features:

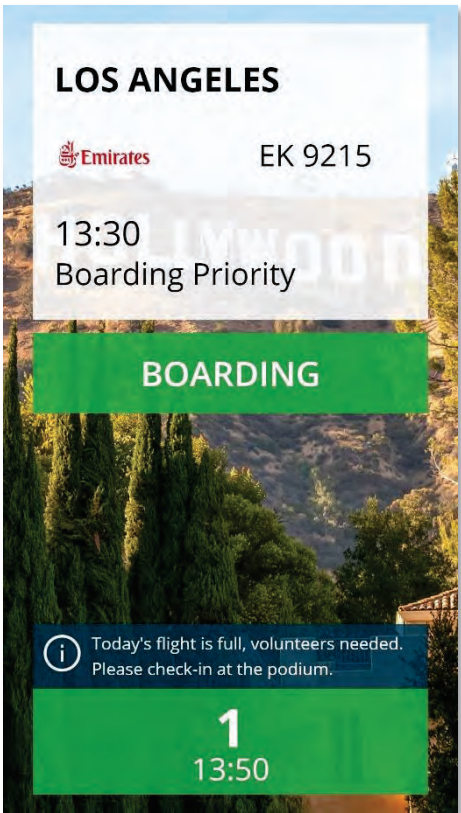
- Themes (light vs dark mode)
- 20+ city images included
- Gate location (on/off)

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

- Destination Background Image

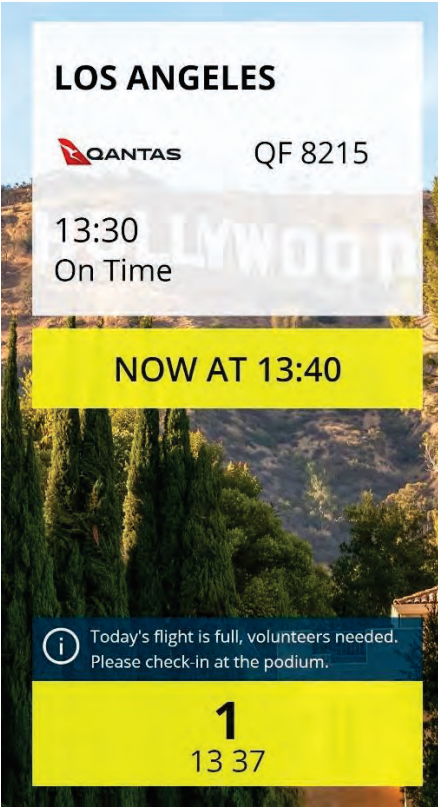


Example of Portrait – On-Time



Example of Portrait – Boarding

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example of Portrait - Delayed



Example of Landscape – Delayed

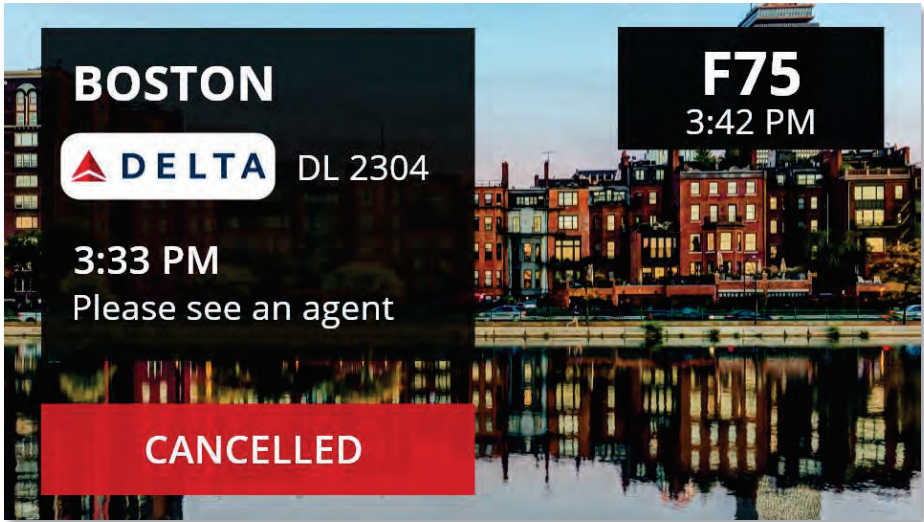


Example Boarding – with Toast

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example On Time – with Toast



Example Cancelled (Dark Mode)

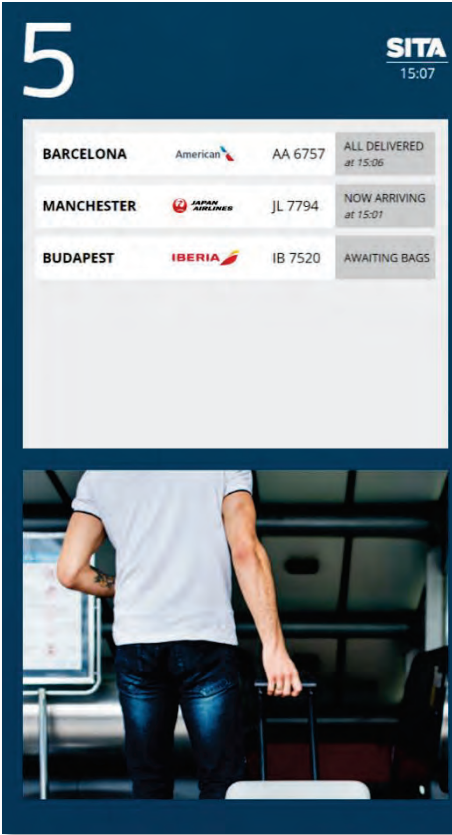
Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

Template available fields:

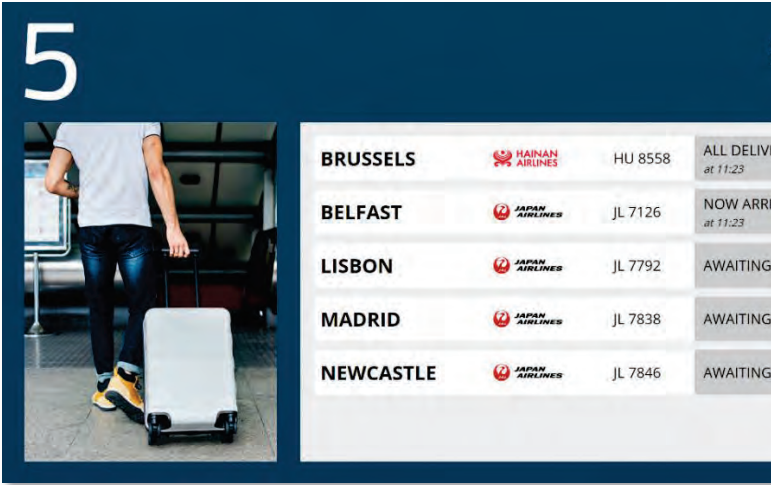
- Bag Claim Number
- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Arrival City
- Baggage Status (first bag / last bag messages)
- Toasts (Visual Messages)

Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

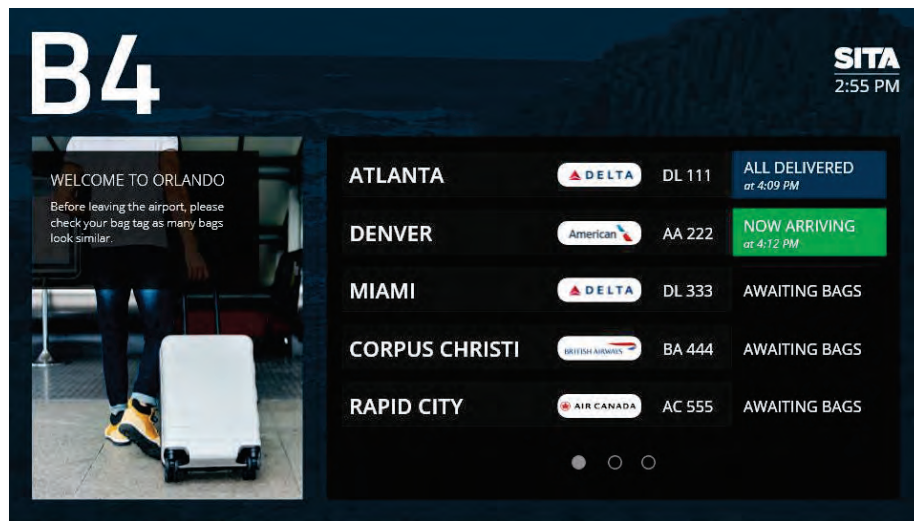


Example of Portrait



Example of Landscape

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport**



Example Landscape – Dark Mode

Template available fields:

- Mainline Carrier, Flight Number, Logo
- Codeshare Carrier, Flight Number, Logo
- Arrival City
- Assigned Claim Number

Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

BAG INFO		
Where can I find my bag?		
Heathrow 15:09		
PISA	American	1
AA 6305		
DUBAI	QANTAS	3
QF 8029		
BARCELONA	American	5
AA 6757		
BUDAPEST	IBERIA	10
IB 7520		
BUDAPEST	QANTAS	11
QF 3547		
BUDAPEST	American	1
AA 6602		
LAS VEGAS	SINGAPORE AIRLINES	11
SQ 2536		
LOS ANGELES	BRITISH AIRWAYS	1
BA 1509		
VANCOUVER	IBERIA	1
IB 7334		
AMMAN	American	1
AA 7191		
LAS VEGAS	FINNAIR	3
AY 5434		
POWERED BY SITA		

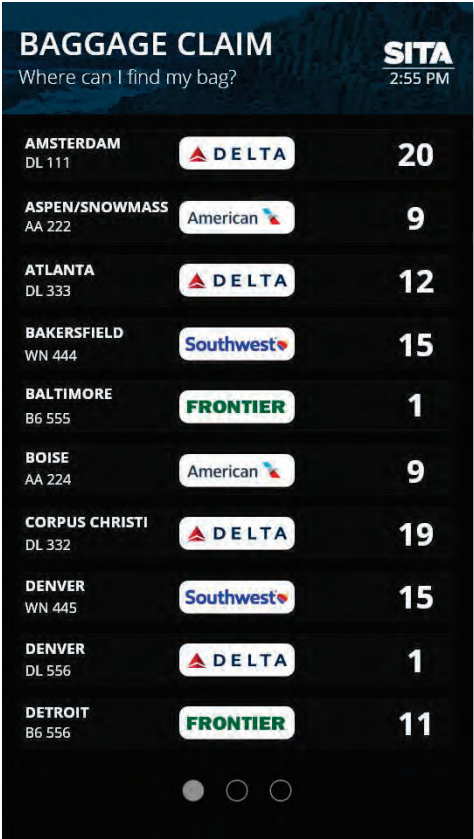
Example of Portrait

BAG INFO	
Where can I find my bag?	
SITA 11:38	
ATLANTA	AIRFRANCE
AF 3621	
LISBON	American
AA 6402	
LISBON	JAPAN AIRLINES
JL 7792	
LISBON	QATAR
QR 5915	
MIAMI	EL AL
LY 8080	
PHILADELPHIA	malaysia
MH 9529	
TEL AVIV-YAFO	DELTA
DL 4421	1

Example of Landscape



Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example of Portrait – Dark Mode

Template available fields:

- Check-In Number
- Mainline Carrier, Flight Number, Logo (if the flight options is selected)
- Class of service
- Toasts (Visual Messages)

Template features:

- Can edit header background image
- Can edit image graphic
- Can edit airport logo
- Can edit colors / font colors (not web cards)

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example of Portrait



Example of Landscape

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example of Landscape – with Code Shares



Example of Landscape – Position Closed

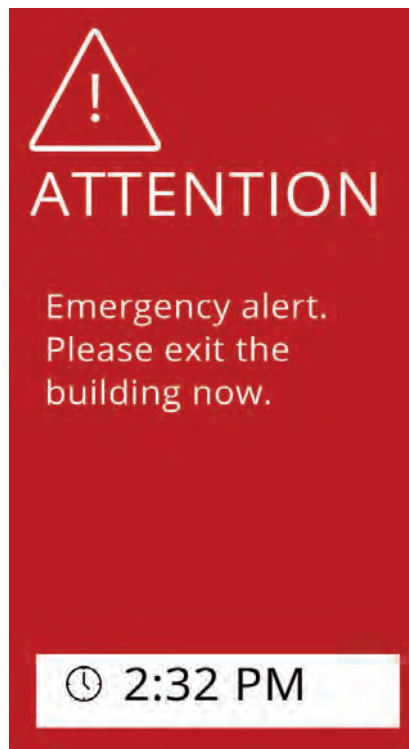
Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

Template available fields:

- Emergency Icon
- Emergency Header
- Emergency Message
- Current Time

Template features:

- Global ability to take over screens
- Custom message entered from the user interface
- Device zoning



Example of Portrait



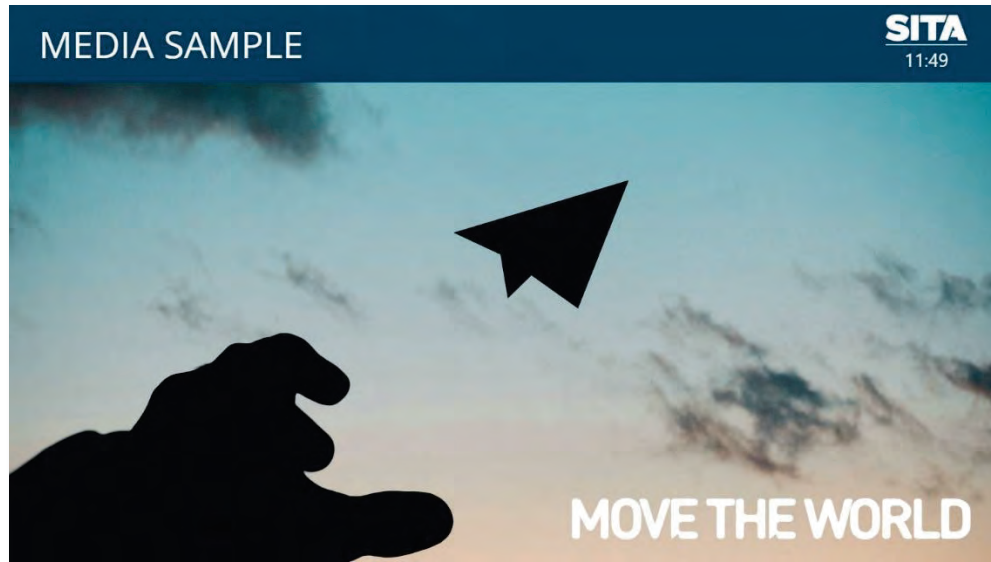
Example of Landscape

This template provides a way to cycle various static media images. Note: a content management system is being developed now and soon will be added to SITA IDS. There is currently no scheduling, reporting, video, video streaming, web embeds, etc.

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

Template features:

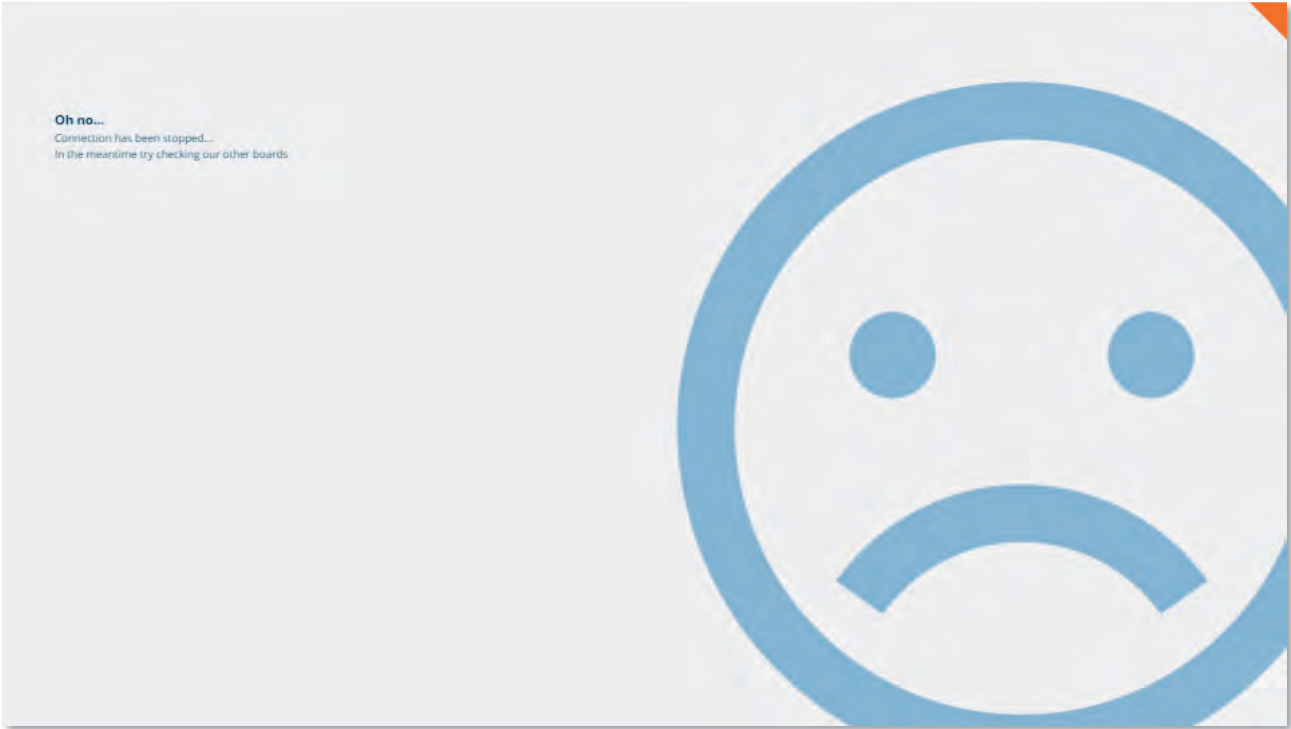
- Static image array
- Can edit image graphic
- Can edit airport logo
- Can edit colors/font colors



Example of Landscape

SITA IDS can show a user-friendly template when the network is disrupted between the server and the display device.

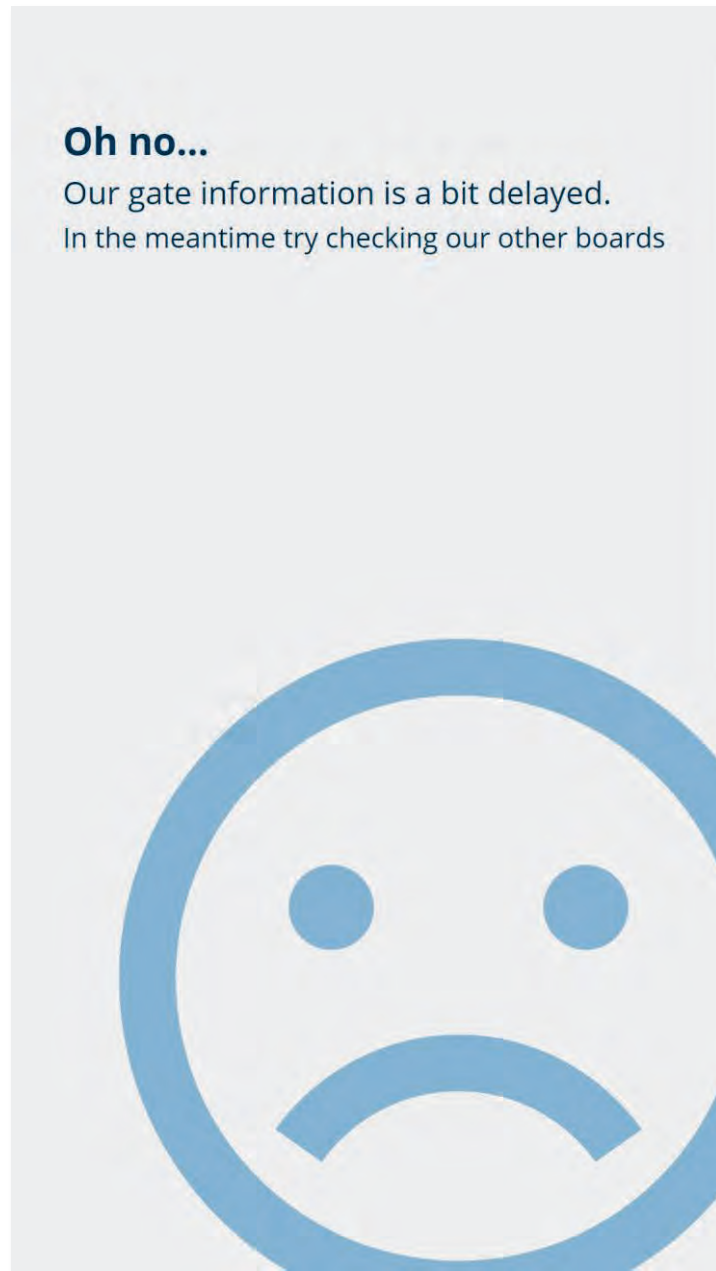
Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport



Example landscape network disruption page

**Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport**

If the timeout threshold is achieved, there is no orange beacon.



Example portrait network disruption page when the timeout threshold is achieved

Proposal for COMMON/SHARED USE PASSENGER PROCESSING AND FLIGHT INFORMATION DISPLAY SYSTEMS
At Gunnison-Crested Butte Regional Airport

Acronyms Used in this Document for IDS

- **AIDX** – Aviation Information Data Exchange
- **API** – Application Programming Interface
- **APV** – AirportVision
- **APVe** – AirportVision Evolution
- **DDC** – Digital Display Controller
- **FIDS** – Flight Information Display System
- **SITA IDS** – SITA Information Display System
- **SoC** – System on a Chip
- **XML** – Extensible Markup Language

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3. Project Management

SITA Project Management Methodology

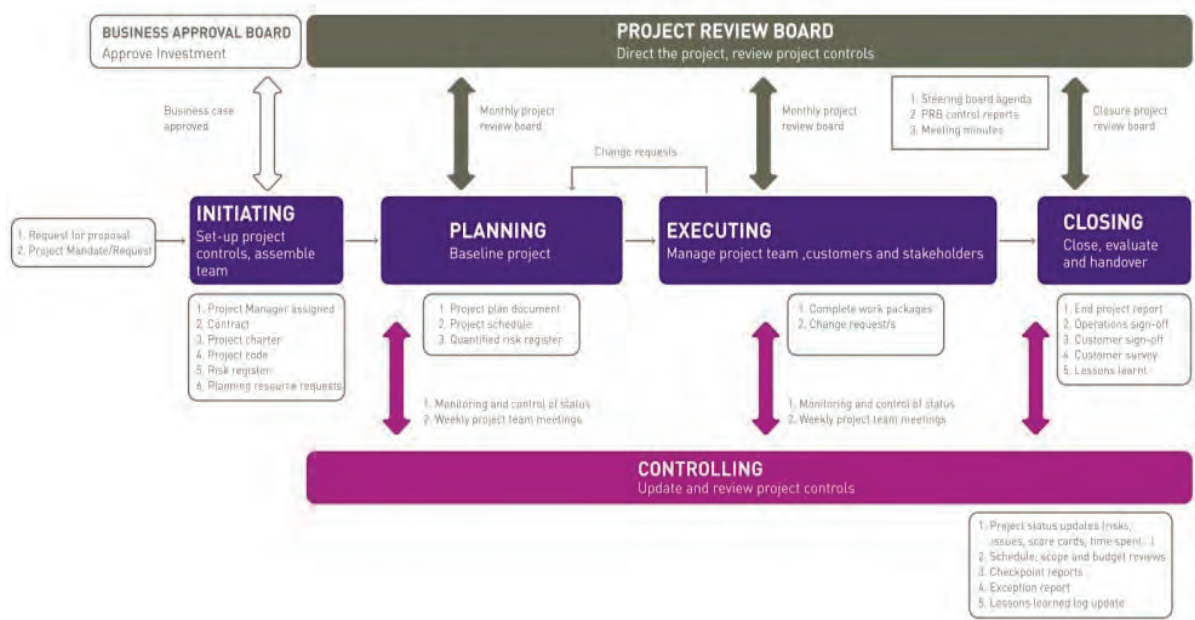
SITA has developed distinguished Project Management capabilities and know-how through 70+ years of successfully delivering a broad portfolio of Information Technology and Telecommunication solutions to the Air Transport Industry. SITA now has over 200 Project Managers who have delivered projects in more than 220 countries.

SITA Project Managers and Transition Personnel use a structured, disciplined, and standardized approach for project management. These approaches will be applied for the GUC airport delivery and go-line transition to our steady state operations team, ensuring a successful implementation and cutover that can be monitored, controlled and measured throughout its lifecycle.

SITA’s Project Management Methodology is based on the Project Management Institute’s (PMI®) Project Management Book of Knowledge, PMBOK® Guide, and is also successfully used with clients who use the OGC PRINCE2™ methodology. The SITA Project Management Competency Program leading to PMI® Project Management Professional (PMP®) certification ensures that Project Managers are not only competent in the methodology, but also equipped with specific personal and professional skills and experience.

Project Lifecycle Phases

SITA’s Project Management Methodology segments the project lifecycle into distinct phases. Each phase has well-defined activities with clear entrance and exit criteria.



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These phases are defined as:

Initiation	Defining the project scope and identifying the key personnel involved.
Planning	Dividing and maintaining a workable scheme to accomplish the business objectives that the project stage was undertaken to address.
Execution	Leading project resources and activities to implement the plan.
Monitor/Controlling	Ensuring that project objectives are met by monitoring and measuring progress and taking corrective action when necessary.
Closing	The Closing phase of the project lifecycle ensures the delivery project has a distinct end-point and there is a transition of the project's outputs or programs outcomes to SITA Global Services.

Our detailed Project Management Methodology also includes: Project Governance, Project Reporting, Risk Management, Change Management, Quality Management, and Communication Management.

Further detail on the above points are available upon request.

Overall

SITA clearly recognizes the importance of delivering projects within a structured, disciplined and standardized environment that our customers can identify with, and have confidence in. Our depth of experience, along with our in-house management tools and qualified Project Managers means we have the ability meet our customers exacting needs within agreed timescales.

4. Operations Support Model

SITA Global Services Overview

SITA's Global Services (SGS) provide a managed end-to-end service, leveraging a standard Airport Service Model built on the foundations of the ITIL framework. The Standard Airport Service Model was developed to support multiple products and solutions to provide a truly flexible global support capability. SITA's Global Services (SGS) state-of-the-art Command Center is located in Montreal, Canada. The center monitors servers, workstations, kiosks, applications and networks to maximize the availability of SITA's services and trigger alarms based on the customer-specific solution and offers global support twenty-four hours a day and 365 days a year. The high-level approach proposed is described in more detail in the following sections:

Proposed Operations Support Responsibility Matrix

Activity	SITA Responsibility	Customer Responsibility
Remote Service Desk – Incident, Problem, Change Management	X	
On- Site Level 1 Hardware Maintenance – Break/Fix, Warranty & Logistics, Preventative Maintenance		X
Level 2 Remote Application Support	X	
Level 2 Remote Infrastructure Support	X	
Level 3 Remote Operations Support	X	
Service Delivery Management	X	

SITA Service Desk (SSD)

The SITA Service Desk (SSD) provides the first line of customer interaction. The SSD receives, manages and resolves service-related incidents after the initial troubleshooting has been performed by GUC team – investigating if this incident is related to Hardware issues.

From their central location, the Service Desk staff will receive the incident to be diagnosed, log all details in our IT Service Management tool, and then inform the relevant resolver group regarding responses to outages and incidents. With its integrated automation tools, the SSD provides efficiency in customer response to ensure that everything that can be done is done to meet agreed Service Levels.

The key roles and functions provided by the Service Desk are as follows:

- Provide a Single point of contact (SPOC) for our customers on a 24x7x365 basis
- Support of all Services deployed and contracted at that location.
- The SSD will take all details and raise an incident within our tool and categorize and assign a priority to the incident.
- Assign to the appropriate resolving team after performing initial triage
- Incident routing to Resolver Groups. When an incident is escalated to a Resolver Group, the IT Service Management toolset will place the incident within the relevant resolver groups and to contacts defined for escalation.
- Proactively monitor, review and follow up outstanding Incidents
- Provide required level of customer service

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The SSD is the focal point for the adoption of consistent processes, procedures, and work instructions in the operation of services for our customers. It will manage or takes part on the following key processes in the service management model:

- Incident Management
- Major Incident Management
- Problem Management
- Change Management
- Release Management (distribution)
- Service Level Management

Level 1: On Site Break-fix Services

Level 1 On Site Break-fix services will be performed by the GUC airport personnel that would include the following:

- Attend the incident and perform initial diagnosis to determine if there is an application or hardware fault
- Work to repair the equipment
- If unable to repair the equipment, substitute the equipment with a Whole Unit spare.
- Test the repaired/replaced equipment and restore the service to the airline user's satisfaction.
- Escalate any unresolved incidents to SSD (SITA Service Desk). The SSD will then manage the incident to resolution
- Perform Preventative Maintenance on the equipment as recommended by SITA in accordance with Manufacturer guidelines and as agreed with the airline users schedules.
- Manage and maintain the warranty/RMA process, consumables and spares equipment for the service. All CUTE consumables are excluded (including paper and other technical consumables like print heads). SITA can recommend a vendor whereby the Airport can procure paper directly.
- SITA will provide necessary training for GUC airport staff to enable their local support of SITA provided equipment

Level 2: SITA Command Center (SCC) Operations Remote Support Services

Airport Operational technical staff are trained to the highest level to support our Airport products by providing:

- Receives requests for Incident and Problem management support via SSD for incidents raised by GUC airport staff
- 24/7 Operational support
- Triage support in diagnosing incident and determining resolution or supporting other resolver groups
- Major Incident Management
- Configuration and Change Management
- Problem Management

The Airport Operations team will provide remote infrastructure and application support to GUC Airport. The key roles and functions provided by SITA Command Center (SCC) Airport Operations are as follows:

- Providing technical support to the GUC Field Services teams as necessary
- Perform Remote Monitoring if applicable and maintaining the configuration of servers, clients and peripherals

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- Maintaining any SITA provided local LAN services such as SITA's External Services firewalls, switches and routers.
- Maintaining the user profiles configured on the SITA Flex infrastructure
- Maintaining SQL databases and other SITA Flex configuration files that are located on domain controllers or in active directory
- Managing the customer's file and directory services on the central Server infrastructure
- Applying critical operating system patches, SITA Flex platform updates and workstation images as recommended by SITA engineering
- Monitoring and Managing SITA Server Backup and restore
- Maintaining group policy, passwords and antivirus updates to ensure the security and integrity of the SITA Flex platform.
- Updating SITA certified airline applications as required upon proper application by the airline via SITA's established release and deployment process in conjunction with local change management processes

Level 3 Remote Operations Support

SITA's Level 3 Remote Operations Support are the highest skilled subject matter experts in SITA airports products and services and provide support Monday-Friday, 9AM-5PM EST.

The key roles and functions provided by SITA Level 3 are as follows:

- Receives requests for Incident and Problem management support via Level 2 Support teams;
- Performs root cause analysis to identify bugs or requirements for code change;
- Engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- Notifies SITA's Operational Release Management team of upcoming release availability;
- Performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- Performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- Develops required code change and bug fixes;
- Performs certification and testing of new releases;
- Makes releases available to SITA's Airport Operations team for global release following beta certification;
- Notifies SITA's Airport Operations of availability of a new release;
- Develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.

Service Delivery Management

The SITA Customer Success Manager (CSM) is the customer's assigned point of contact who acts as the customer champion and ensures the success of Service Delivery Management. The CSM operates remotely and provides customers with remote 1-hour service review calls per month with a standard performance report and an annual virtual meeting based on mutually agreed schedules to discuss opportunities for improvement and service performance trends.

The Customer Success Manager also helps the client with the following: planning all operational changes, managing critical and unexpected changes in your business lifecycle, and assisting to evolve the SITA solution(s)

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to your changing business. Furthermore, the CSM during monthly remote service performance review meetings, will demonstrate SITA service quality and compliance with contractual commitments through service performance analysis based on SITA standard reporting approach.

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5. Training

SITA proposes that the following training courses be provided to GUC onsite technicians.

Course Name	SITA Flex Hybrid eLearning Series
Course Code	APC100e
Delivery Mode	eLearning
Duration	1 hour
Course Prerequisite(s)	None
Required for	End Users
Course Description	This series contains two eLearning modules. The first module is prework eLearning for the SITA Flex Site Admin and FE courses and includes an overview of the SITA Flex Hybrid platform. The second module is designed to show how to perform basics task within the SITA Flex Hybrid system, including system access, system navigation, and troubleshooting common issues.
Course Objectives	By the end of this course, participants will be able to: • Describe the various peripheral devices used in SITA Flex Hybrid systems • Articulate the two-system concept • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid
Topics	Topics Include: • SITA Flex Hybrid and the two-system concept • Airport infrastructures • SITA Flex Hybrid Product Standards • Peripheral devices • Log into and Logoff from SITA Flex Hybrid • Open or Exit an airline application • Open a second airline application • Switch between open airline applications • Troubleshoot common issues within SITA Flex Hybrid

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Course Name	SITA Flex Hybrid CUTE Windows 10 for Maintenance Technicians
Course Code	APC504
Delivery Mode	Instructor-Led
Duration	24.0 hours
Course Prerequisite(s)	Recommended pre-course APC100e
Required for	Field Engineer (SGS Level 1)
Course Description	This Instructor-led live course is designed for Maintenance Technicians who are responsible for the daily operation of the SITA Flex Hybrid platform and peripheral devices. Emphasis is placed on troubleshooting, preventive maintenance, and repair/replacing components.
Course Objectives	By the end of the course students will be able to: • Image a workstation • Perform preventative maintenance procedures of the equipment. • Troubleshoot and repair the equipment and the associated peripherals
Topics	Topics Include: • SITA Flex Hybrid Overview • Introduction to common use • Install & configure SITA Flex components and devices • Troubleshoot and repair of devices • Restore Image a workstation • Perform preventative maintenance of devices

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6. Project Cost Detail

GUC - Common Use & AirportVision - Detailed One-Time Pricing					
System Description	Unit Type	Unit Price	Online	Spare	Total One-Time Price
System Software					
Core & Network					
2 Mbps VPN Service Bandwidth	Each	\$ 1,662.69	1	0	\$ 1,662.69
Fortigate Firewall	Each	\$ 171.64	1	0	\$ 171.64
Windows Server 2016	Each	\$ 1,325.01	1	0	\$ 1,325.01
Gate & WorldTracer Positions					
Windows 10 IoT	Each	\$ 104.33	9	1	\$ 1,043.28
Windows Server CAL	Each	\$ 44.49	9	0	\$ 400.43
System Software One-Time Price :					\$ 4,603.06
System Hardware					
Core and Network					
HPE DL-20 Read Write Domain Controller	Each	\$ 2,386.55	1	0	\$ 2,386.55
Buffalo Drive Station Duo Backup	Each	\$ 416.42	1	0	\$ 416.42
Network Hardware - Firewalls, Switches, Proxy Devices, Routers	Each	\$ 24,594.13	1	0	\$ 24,594.13
Gate & WorldTracer Positions					
HP EliteDesk 800G5	Each	\$ 815.76	9	1	\$ 8,157.61
HP 19" E190i Monitor	Each	\$ 214.25	9	1	\$ 2,142.54
Belkin Cat-5 Patch Cables	Each	\$ 5.97	9	1	\$ 65.67
Custom ATB TK302 w/stacker	Each	\$ 1,088.64	4	1	\$ 5,443.18
Custom BTP TK202 w/roll holder	Each	\$ 1,024.16	4	1	\$ 5,120.82
OKI ML320T DCP	Each	\$ 435.82	5	1	\$ 2,614.93
Access AKB-500 MSR/OCR Integrated Keyboard	Each	\$ 991.62	9	1	\$ 9,916.22
Access BGR 135 -U Boarding Gate Reader	Each	\$ 1,275.73	4	1	\$ 6,378.67
Equipment Freight					\$ 2,689.47
System Hardware One-Time Price:					\$ 69,926.21
Project Coordination, Design, and Management					\$ 69,249.70
Training					\$ 5,926.82
TOTAL One-Time Price:					\$ 149,705.78
Monthly Maintenance and Support					\$ 4,414.20
TOTAL Price for 36 months					\$ 158,911.20

Optional Pricing			
System Description	Qty	Unit Pricing	One-Time Price
49" LG Smart Display (49UH7F-H)	4	\$ 1,470.63	\$ 5,882.52
55" LG Smart Display (55UH7F-H)	4	\$ 2,000.05	\$ 8,000.20
Equipment Freight			\$ 472.00

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General Proposal Assumptions:

1. SITA to provide the ISP (Internet Service Provider)
2. Customer to provide the LAN (Local Area Network)
3. Customer will provide the access layer network via two (2) 1 Gbps UTP copper cables (Cat 5e or better). However, these connections can instead be fiber if required or preferred by the GUC Airport Authority. See the GUC network diagrams for more detail.
4. The SITA proposal for GUC assumes a Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls.
5. The SITA proposal for GUC assumes that the SITA server and clients will utilize SITA provided 57.x.x.x IPv4 addressing
6. Customer will provide sufficient rack space in a secured core room
7. Due to long lead times, GUC has the option to procure the eight (8) smart screens. Pricing and specs are listed as optional in case it is preferred for SITA to source.
8. SITA anticipates that we will be able to fulfill the delivery of most of the equipment in time for the implementation deadline of December 15th. However, any changes or delays will be communicated to GUC with any alternatives or possible implications to the timeline.
9. This architecture can support up to 25 clients. Any increase past this may warrant re-design.
10. All CUTE consumables are excluded (including paper and other technical consumables i.e., print heads)
11. All airlines running on SITA FLEX will need to provide a certified CUTE application
12. Training on the CUTE system and maintenance will be performed by the SITA Delivery Team with the GUC Ground Handler at the time of implementation. Any additional training will warrant additional costs.
13. Training facilities will be provided by customer with internet connection
14. Customer will provide a suitable staging environment which has access to internet, common use network and power
15. Customer to provide space to collect garbage and recycling
16. Customer will receive and store equipment in a climate-controlled environment until installation
17. It is assumed that all CUTE devices will fit within the existing millwork and no changes are required
18. Removal, decommissioning and recycling of any existing equipment is not included
19. The core room provides a termination point for WAN telco circuits
20. Any airline circuits that are terminated in an Airline's back-office area are assumed to be no more than 100 meters away from the main core room. Any connections further than 100 meters will need additional fiber connectivity at an added cost.
21. All post implementation consulting will be performed virtually unless stated otherwise from GUC
22. Customer will follow the RMA process for the repair and replacement of equipment
23. The proposal and pricing are based on SITA's Standard Terms and Conditions (provided as a separate document). If Customers Terms and Conditions apply, SITA reserves the right to change this proposal offering and pricing if needed.

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End of Proposal

EXHIBIT B

This Statement of Work (collectively with its exhibits, schedules, statements of work or other attachments, and as amended, supplemented, modified or restated from time to time, the "SOW"), is by and between SITA Information Networking Computing USA Inc. ("SITA"), and the Board of County Commissioners, Gunnison County, Colorado ("Customer"). This SOW is made pursuant to, and, upon its execution and delivery, will be considered part of, that certain Agreement for Services Between Gunnison County and SITA Information Networking Computing USA Inc., dated of near or even date herewith by and between Customer and SITA (collectively with its exhibits, schedules, statements of work or other attachments, and as amended, supplemented, modified or restated from time to time, the "Agreement"). Capitalized terms used, but not defined, in this SOW have the meanings given to such terms in the Agreement. The terms and conditions of the Agreement are incorporated herein as if fully set forth below. In the event of any conflict, the Agreement shall control.

The terms of this SOW are as follows:

1. Service Schedule for SITA Flex Hybrid

1 Definitions

The following words have these meanings in this Schedule:

API means Application Programming Interface.

API Key means the information issued by SITA to identify a Customer application and authenticate it to use the Service.

Bill of Materials means the list of Equipment to be provided by SITA, set out within the Service Agreement.

Core Room means the location of the server(s) supporting the Service.

Managed Services Model has the meaning given to it in paragraph 2.2.1 of this Schedule.

Restricted Data means any of the following data provided by Customer, any Airport User (including ground handlers, airlines and DCS providers) and/or any other party on behalf of Customer or Airport User: a) any Confidential Information; b) any Personal Data; and c) any other data in excess of any agreed limits.

Self-Service Bag Drop means a SITA bag-drop unit and/or software application.

Self-Service Kiosk means a SITA self-service product that allows passengers to perform all the necessary transactions for a flight check-in and generate the required documents.

Smart Path™ means the SITA service module with the capability of biometric identity management.

Service means the service described in paragraph 2 of this Schedule.

Service Hardware means the following components of the Service: (a) operating software and third-party software for all components

Site Survey means a survey by SITA or its Representative of the Site or of Customer's equipment at a Site to determine if the Site and equipment meets the necessary requirements for the proper installation and functioning of the Service in accordance with paragraph 4.6 of this Schedule.

Upgrade means a version or release of the API intended to have new or improved functionality or any other new version or release of the API.

Terms used but not defined herein shall have the same meaning as otherwise defined in the Service Agreement, including any other Schedules or Annexures thereto.

2 Service Description

2.1 Service Overview

- 2.1.1 SITA Flex Hybrid is a module (reference ID 60001) within SITA Flex product (reference number 32791). It is a platform that enables a network of workstations and peripherals to be used interchangeably by the airport and the airlines and handling agents as Airport Users operating at the

airport to access their respective IT applications.

2.1.2 The Service consists of standard features set out in paragraph 2.2 of this Schedule

2.2 Standard features

2.2.1 The Service includes provision by SITA of Server Software, the types, number, specification of which, and installation at Site for which, are set out in the Bill of Materials. The applicable model for each type of Equipment shall be specified in the Bill of Materials. Customer may provide its own equipment.

2.2.2 The Service supports:

- (a) access to relevant departure control systems using industry standard protocols;
- (b) simultaneous use of several applications on workstations;
- (c) use of the following peripherals used in passenger processing, such as, boarding pass printers, bag tag printers, document printers, boarding gate readers, bar code readers, card readers, passport readers, self-bag drops, self-boarding gates, payment devices and biometric devices; and
- (d) a set of APIs to enable Customer to create native API applications.

2.2.3 As part of the Service, SITA will provide 24 x 7 software monitoring.

2.2.4 The following is within the scope of the Service:

- (a) Availability and resilience of the Service;
- (b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems managed by SITA (or their authorized Sub-processors);

2.3 Exclusions

2.3.1 The following are excluded from the Service.

- (a) Any terminal IT infrastructure equipment other than listed in the Equipment and Pricing Schedule;
- (b) Airport internet or WiFi Connection usage cost; and internet connectivity
- (c) Any modifications to Airport Users' applications.

2.3.2 The following is out of scope of the Service:

- (a) Availability and resilience of any processing systems not managed by SITA (or their authorized sub-contractors) that is connecting to the Service; and
- (b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems not managed by SITA (or their authorized Sub-Processors):
 - (i) Examples of processing systems which are not managed by SITA (or their authorized Sub-Processors) may include (but not be limited to) the following:
 - I. internet and other networks
 - II. departure control systems (DCS), third party applications and third party software
 - III. Common Use systems
 - IV. servers & cloud services
 - V. workstations, kiosks, smartphones, peripherals and other devices

2.4 The Service is also provided in conjunction with other SITA services available on request by Customer and supplied where subscribed to separately in a Service Schedule. For example, such optional services may include: Self-Service Kiosk, Smart Path™, Self-Service Bag Drop, Airport Device management and SITA Flex Payment.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, Customer shall (at its own cost and expense):

- 3.1.1 provide, set-up and maintain its core room including power, UPS, air conditioning, and racks (if racks are not Equipment provided by SITA);
- 3.1.2 ensure that each Airport User, designated to use the Service:
 - (a) has performed testing of their applications against the Service platform. This can be achieved through the utilization of the Service platform remote test bed;
 - (b) where applicable, has their applications certified and/or integrated by SITA prior to deployment at the Airport and pay SITA the applicable certification and/or integration charges; and
 - (c) provides to SITA connection configuration data for connecting their departure control systems to the Service.
- 3.1.3 in relation to paragraph 2.2 the customer shall:
 - (a) install power connections in accordance with local safety standards;
 - (b) provide network connectivity to each Airport User's (DCS) host prior to installation. For example, for the workstations and self-service devices (i.e., CUSS kiosks; Self-Bag drop); and
 - (c) procure that Airport Users which will be using the Service provide to SITA the applications referred to in paragraph 2.2.2 for integration testing by SITA prior to implementation of the Service.
- 3.1.4 procure software licenses in Customer name to enable use of any Equipment which is either provided by SITA under the Re-Sale Model or is at any other time sold by SITA to Customer.
- 3.1.5 procure workstation, peripherals hardware and software, and consumables and perform the management of the workstation and in particular its update and maintenance; and
- 3.1.6 procure all necessary consents and/or instructions from Airport Users, in order to enable the lawful transfer of Airline Users' Personal Data to SITA, and/or the lawful collection of Airline Users' Personal Data by SITA on behalf of Customer for the duration of the Service Period.

4 Service Conditions

4.1 Service Period

- 4.1.1 The Service Period of the Service begins on the date when SITA makes the Service available for use by Customer and continues for a period of 36 months.

4.2 Restricted Data

- 4.2.1 The Service is not designed for the storage of Restricted Data. Customer agrees that it shall not in any circumstances use, or permit the use of, the Service for storage of Restricted Data. Customer acknowledges that such use of the Service may result in termination of the Service immediately.
- 4.2.2 Should SITA suffer any claim or demand from a third party which arises from, or in connection with, any storage of Restricted Data, Customer shall indemnify and hold SITA harmless against all fines, losses, damages, costs and/or expenses (including reasonable legal fees) arising therefrom.

4.3 Customer Obligations

- 4.3.1 In relation to CUTE, CUPPS and CUSS applications that are certified on the Service platform, the Customer agrees that all:
 - (a) Customer applications used by the Customer (and/or Airport User); and
 - (b) third party applications that the Customer desires to use,must be kept at no later than the latest IATA CUSS or CUPPS technical specification compliance plus 2 prior versions, where 1.3 and 1.4 are each deemed a version, unless IATA has advised that only a specific version, such as CUSS v2.0, is useable.

For example, when IATA CUSS specification version 1.8 is launched, applications certified up to version 1.5 shall be deleted by SITA, and applications certified to comply with IATA CUSS technical specification versions 1.6, 1.7 and/or 1.8 are allowed, unless IATA has advised that only v2.0 is useable in which case all applications certified to previous versions shall be deleted by SITA.

- 4.3.2 Customer must ensure that appropriate security controls are implemented on any processing system not managed by SITA (or their authorized Sub-processors) as described above in Clause 2 including (but not limited to):
 - i. Anti-Virus on servers, workstations & kiosks
 - ii. Identity and access management for Users (employees, agents & contractors of the Customer)
- 4.3.3 Customer must ensure there is no misuse of the Service as a result of any act or omission by the Customer including (but not limited to) failing to:
 - iii. Follow applicable laws and regulations
 - iv. Follow industry practices
 - v. Guard against unauthorized access
 - vi. Provide security and privacy training and awareness campaigns
 - vii. Manage security incident response activities
- 4.3.4 Customer shall report all incidents to the SITA Service Desk and give accurate details of the incident, and all other information necessary for SITA to investigate the incident. Alternatively, SITA may determine that there is an incident and promptly report the condition to Customer. At this point an incident record will be logged by the SITA Service Desk in its Service management systems and Customer will be informed of the incident record number.
- 4.3.5 In relation to third party WAN service providers, if Customer requests for the Service to interconnect with third party WAN service providers, fees will apply for the interconnection of third-party WAN service provider network to any Service Hardware (including firewalls), and for any equipment to be hosted in the SITA Core Room or SITA-owned racks.

4.4 Statutory or Regulatory Change

SITA may, on reasonable notice to Customer, vary a Charge or impose additional charges to the extent such variation or additional charges are required for (or in connection with) any compulsory statutory or regulatory programs (which programs include, but are not limited to, IATA requirements).

4.5 Site Survey

- 4.5.1 The terms of this paragraph 4.6 apply when a Site Survey is requested by Customer or required by SITA.
- 4.5.2 Customer will provide SITA with access to the Site and all information reasonably requested by SITA to enable SITA to perform the Site Survey.
- 4.5.3 If the results of a Site Survey indicate that further preparation to the Site or different equipment is needed, Customer will ensure that all such reasonable preparations are completed, and equipment provided prior to SITA providing any further services.
- 4.5.4 If Customer fails to complete all reasonable required preparations to the Site within agreed timeframes:
 - (a) SITA will be relieved of its responsibilities to provide the Service at that Site, and any related obligations in the Service Agreement, until the Site has been properly and fully prepared and equipped by Customer;
 - (b) Customer agrees to pay additional reasonable charges for SITA (and/or its Representatives') staff time, at reasonable hourly rates for the number of hours that could not be redeployed by SITA to other chargeable tasks; and
 - (c) Customer agrees to reimburse SITA for reasonable additional costs incurred in connection with any such failure.

- 4.5.5 Irrespectively of the results of a Site Survey, Customer will be solely responsible for any damage to Equipment, or any other equipment, caused by a failure by the Customer to ensure that the relevant Site is prepared for the proper installation and functioning of the Equipment and/or Service.
- 4.5.6 SITA will not be responsible for the results of any Site Survey and expressly excludes responsibility for any reliance placed on the results of such Site Survey by either SITA or the Customer.
- 4.5.7 SITA will charge Customer and Customer will pay for Site Surveys, and any additional on-site visits resulting from non-performance of Customer's obligations, at SITA's standard hourly rates for the number of hours spent in performing the Site Survey (including travel time to and from the relevant Site). In addition, SITA will charge and Customer will pay for the reasonable travel, subsistence and other expenses of the SITA staff member(s) or Representative(s) conducting the Site Survey.

4.6 **Language**

Unless otherwise agreed by the Parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.7 **Modifications**

4.7.1 SITA may at its option on notice by e-mail (or other electronic means) to Customer:

- (a) modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or
- (b) modify, enhance or update the Service Documentation from time to time, as reasonably required.
- (c) modify, enhance or update infrastructure deployed between Airport and SITA Flex Cloud from time to time

4.8 **End-of-Life (EOL) Policy**

4.8.1 SITA end-of-life (EOL) policies are located at the following link:

(a) Managed Service EOL Policy:

<https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>

4.9 **Operational improvement and security.**

- 4.9.1 SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.
- 4.9.2 To minimize security risks associated with access to public networks and the internet, Customer agrees to for itself and on behalf of other third parties (i.e. airlines) using the Service to obtain prior written consent from SITA to attach to such networks, and to use SITA approved firewalls and network connectivity for access from the Service. All requests to add connections to the internet including hardware and other network devices must have the prior written approval of SITA.
- 4.9.3 SITA provides the set of APIs, but SITA is not responsible for the content of said messages (including payload and/or attachments) and/or Customer-deployed infrastructure used by the Service.

4.11 **Monitoring**

SITA reserves the right to monitor the Service to identify any accidental or malicious abuse of the Service including flooding, unlawful use of data, introduction of malware or viruses, reverse engineering the Service for any purpose, and other disruptive and illegal practices.

4.12 Unauthorised Resupply.

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States “black-listed” parties, being US “SDGTs” – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs will result in termination of the Service immediately.

4.13 Disclaimer

4.13.1 IN ACCORDANCE WITH PARAGRAPH 3.1.2 (B), WHERE APPLICABLE, SITA WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CUSTOMER FOR THE BENEFIT OF AIRPORT AND AIRLINE USERS IF SUCH AIRPORT USERS AGREE TO AND COMPLY WITH SITA'S THEN-CURRENT TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES IN RELATION TO ANY PARTICULAR AIRPORT USER WHERE A) SUCH AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO ACCEPT SITA'S TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE; AND/OR B) AIRPORT USER'S CERTIFICATION SERVICE WITH SITA EXPIRES OR TERMINATES.

4.13.2 EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA SHALL NOT BE LIABLE FOR:

- (A) ANY LOSS TO CUSTOMER THAT IS ATTRIBUTABLE IN ANY WAY TO STORAGE BY CUSTOMER OF RESTRICTED DATA; AND/OR
- (B) ANY SERVICES FAILURES, DELAYS OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES SET OUT IN PARAGRAPH 3, SERVICE DEPENDENCIES OF THIS SCHEDULE; AND/OR CUSTOMER OBLIGATIONS WITHIN THE SERVICE CONDITIONS SET OUT IN PARAGRAPH 4, SERVICE CONDITIONS OF THIS SCHEDULE.

4.13.3 SITA WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CUSTOMER IF AIRPORT USERS PERMIT CUSTOMER TO USE AIRLINE USER PERSONAL DATA, AND CUSTOMER SHALL BE RESPONSIBLE FOR CONCLUDING SUCH WRITTEN INSTRUCTIONS DIRECTLY WITH EACH RELEVANT AIRPORT USER. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES WHERE i) AN AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO PROVIDE AIRLINE USER PERSONAL DATA TO CUSTOMER; AND ii) AN AIRPORT USER'S CONTRACT WITH SITA EXPIRES OR TERMINATES.

End of Schedule

2. Service Schedule for SITA Information Display System

1 Definitions

The following words have these meanings in this Schedule:

FIDS means Flight Information Display System

LAN means local area network.

LED means Light emitting diode.

Managed Services Model has the meaning given to it in paragraph 0 of this Schedule.

Re-Sale Model has the meaning given to it in paragraph 0 of this Schedule.

Service means the service described in paragraph 2 of this Schedule.

signageOS is a supplier to SITA and is signageOS s.r.o, a company incorporated in the Czech Republic, with its registered office at Jeseniova 2769/208, Zizkov, 130 00 Prague 3, Czech Republic.

Specification means the current version of SITA's detailed description for the Service.

VPN means virtual private network.

2 Service Description

2.1 Service Overview

- 2.1.1 SITA Information Display System is a module (reference number 2034) within SITA Passenger Information product (reference number 32797). It is an airport information display system distributing information in multiple formats to multiple display devices at airport and remotely (for example, on the airport's web-site, etc.).
- 2.1.2 The Service is primarily a System at the airport, but will also allow Customer to do the following:
 - (a) display real-time flight information on the airport's web site with the use of an API;
 - (b) deliver signage and operational information at check-in desks, boarding gates and baggage carousels at the airport; and
 - (c) distribute government, tourist, promotional and advertising information at the airport.
- 2.1.3 The Service consists of standard features set out in paragraph 2.2 of this Schedule and optional features set out in paragraph 2.3 of this Schedule. An optional feature is included in the Service if it is specified for that purpose in the Pricing Schedule.
- 2.1.4 A detailed description of the Service is contained in the Specification, a copy of which is available on request. An additional non-binding description of the Service (for information only, and subject to change by notice from SITA) is contained in the User Guide that is delivered with the software.
- 2.1.5 Please refer to the previous proposal submission that provides a more detailed view of the SITA Information Display System functionalities and limitations.

2.2 Standard Features

- 2.2.1 The Service includes the following core modules and capabilities:

- (a) Information Display

This is a core web-based application, allowing Customer to manage and display flight schedules to keep passengers informed of their flights' status, as well as to provide information for operations personnel, if required. The application is accessed and administered through a modern browser.

(b) Information Display-Announce

This module allows Customer to assign emergency messages from the System. Visual messages reserved for emergency purposes (such as weather or security alerts) can remain dormant until the airport information display system is placed in emergency mode and can be scheduled by airport zone (all zones or selected zones)

(c) Information Display Media Manager

This module utilizes templates that have been created for the purpose of advertising and can enable Customer to embed digital media into information display screens for the purpose of promoting local attractions via public service announcement or notifying passengers of airport services via internal promotions.

2.2.2 The Service supports multiple languages in different character sets, fonts, sizes and colours. Multimedia, full motion video and sound are also supported.

2.2.3 The Service includes 24 hours remote Service support by SITA via a VPN connection.

2.3 Optional Features

2.3.1 Information Display Device management and monitoring

This module uses the signageOS platform (under license) to ensure display endpoints are manageable regardless of device type, state, or location. This platform is available as software-as-a-service only. It includes a remote cloud management platform for digital signage management, monitoring, reporting, and automation. The offering contains standardized REST API to achieve uniformed network management for digital signage platforms like Tizen, WebOS, BrightSign, Android, and others. The signage OS EULA applies to this module, available here: https://www.signageos.io/legal/signageOS_EULA_version_2.0.pdf

2.3.2 Provision of Equipment

- (a) If Customer requires SITA to provide the Equipment necessary to operate the Service, then the Equipment shall be of the types, number and specification set out in the Pricing Schedule. SITA provides the Equipment either for use by Customer during the Service Period only ('**Managed Services Model**') or on the basis of re-sale ('**Re-Sale Model**'). The applicable model shall be selected in the Pricing Schedule.
- (b) Customer shall be responsible for the safe and responsible recycling or disposal of the Equipment, complying with the environmental requirements of the Sites, unless the 'Equipment Disposal Service' optional feature is included in the Service.
- (c) In relation to the Re-Sale Model, SITA shall retain title to such Equipment until SITA has received in full and cleared funds all Charges for the Service (including any Termination Charges) due to SITA following expiry or termination of the Service in respect of such Equipment.

2.3.3 'Equipment Disposal Service'

SITA will arrange for the safe and responsible recycling / disposal of the Equipment, complying with the environmental requirements of the Sites.

2.4 Exclusions

2.4.1 The following are excluded from the Service:

- (a) Any terminal IT infrastructure equipment other than listed in the Pricing Schedule;
- (b) Communication cost for network usage; and
- (c) Any modifications to Airport Users' applications.

3 Service Dependencies

- 3.1 In order to enable implementation and/or use of this Service, Customer shall (at its own cost and expense):
 - 3.1.1 provide LAN and WAN connectivity as specified below;
 - 3.1.2 maintain in good working order and upgrade the equipment owned by Customer that is used in conjunction with the Service to the specifications made available to Customer by SITA;
 - 3.1.3 adapt its use of the Service to accommodate Upgrades;
 - 3.1.4 implement recommendations made by SITA based on best practice for the Service in response to Customer's request(s) for support and in any release notes for each Upgrade;
 - 3.1.5 provide to SITA, and keep current, complete information about the Customer's infrastructure on which the Service is to be provided;
 - 3.1.6 For cloud option deployment, provide, set up and maintain:
 - 3.1.6.1 the hardware and software environment required to access the Service remotely, as advised by SITA, to include:
 - (i) PC/tablet with access to a modern browser;
 - (ii) internet connection at the minimum bandwidth of 2 Mbit; and
 - (iii) secure VPN connectivity.
 - 3.1.7 For Customer site deployment with Customer equipment, provide, set up and maintain:
 - 3.1.7.1 the hardware and software environment required to deploy the Service at the Airport(s), as advised by SITA, to include:
 - (i) Approved Customer Equipment (including servers and firewall);
 - (ii) racks, UPS, air conditioned server room; and
 - (iii) necessary MS system software components and licenses (MS Windows Server, MS SQL Server).
 - 3.1.7.2 appropriate backup and recovery mechanisms and processes for the production SQL DB and any other Customer data;
 - 3.1.7.3 ensure up-to-date anti-virus software is installed on all Customer-provided equipment; and
 - 3.1.7.4 secure remote VPN access to the servers on which SITA can install, configure and monitor the Application (including but not limited to development, test and production servers).
 - 3.1.8 For cloud option deployment, provide, set up and maintain: For Customer site deployment with SITA Equipment, provide, set up and maintain:
 - 3.1.8.1 racks, UPS, air conditioned server room;
 - 3.1.8.2 appropriate backup and recovery mechanisms and processes for the production SQL DB and any other Customer data; and
 - 3.1.8.3 Internet connection at the minimum bandwidth of 2 Mbit.

4 Service Conditions

4.1 Service Period

- 4.1.1 The Service Period of the Service begins on the date the first system or element of the Service is accepted by Customer, in accordance with paragraph 4.3.1, and continues for an initial period of 36 months.

4.2 General Customer Obligations

- 4.2.1 Customer shall:
 - (a) source all data, including obtaining any permissions for using third party data;
 - (b) demonstrate to SITA that Customer operates an organizational change management

program that contains (as a minimum) a communications plan, a training plan and a schedule of organizational events, to enable adoption of the Service within the Customer's organization within the Implementation Plan timescales. Customer shall operate such organizational change management program throughout implementation of the Service; and

- (c) permanently delete all copies of software, that was made available by SITA, on any Customer equipment immediately upon the termination or expiration of the Service Period. Customer shall fully cooperate with SITA in connection with the permanent deletion of such software.

4.3 Acceptance of Service Systems or Elements

4.3.1 Each such system or element will be deemed accepted by Customer, and SITA will be entitled to commence charging for such system or element, upon occurrence of one (or both) of the following:

- (a) SITA has satisfied itself that:
 - (i) The Service is accessible to Customer from its premises;
 - (ii) any interfaces to be delivered to Customer as part of the Service are operational;
 - (iii) any implementation activities to be carried out by SITA in accordance with this Service Agreement have been carried out;
 - (iv) any training to be provided to Customer Users in accordance with this Service Agreement has been provided; and/or
 - (v) Customer has started using the Service for the purposes of its operations.

4.4 Additional Charges

The Charges for integration services have been assessed on the basis of a standard Application Interface. In the event the Customer requires more complex Application Interfaces and the time required to perform the integration services exceeds the basis on which the Charges have been calculated, SITA shall charge the Customer for any additional work on a Time and Material basis at SITA's then current rates, provided that any such additional work is not attributable to any fault on SITA's part.

4.5 Inputted Data

SITA takes no responsibility for any data inputted into the Service, or for any reports or data generated by the Service dependent on Customer (or its agent's) inputted data. Accuracy of reports is fully dependent upon data input. SITA does not supply data input as part of this Service. SITA excludes all liability for any data errors caused by the Customer (or its agent's) inputting of data.

4.6 Service security in Customer environment

SITA takes no responsibility for the security of the Service in the Customer's computing environment. The Customer shall be responsible for all network security and local security (eg. firewalls, virus and malware protection, user access, passwords, administration, network monitoring, physical security and so on). SITA excludes all liability for any security breach relating to Service users, data input or the local computing environment.

4.7 Language

Unless otherwise agreed by the Parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.8 Modifications

4.8.1 SITA may at its option on notice by e-mail (or other electronic means) to Customer: a) apply Upgrades; and/or b) modify, enhance or update the Service Documentation from time to time as reasonably required.

4.8.2 The Customer shall implement an Upgrade within three (3) months of the Upgrade notice if the Version of the Application the Customer uses is more than two (2) Versions, excluding Patch Releases, behind the latest Version in the Upgrade notice.

4.8.3 **Version** means any released version of the Application and includes, but is not limited to:

Major Release meaning a version of the Application identified by a change to the number to the left of the first decimal point in the Application versioning, for example, Application 1.3.2 to Application 2.0.0;

Minor Release meaning a version of the Application identified by a change to the number to the right of the first decimal point in the Application versioning, for example, Application 2.3.5 to Application 2.4.0;

Point Release meaning a version of the Application identified by a change to the number to the right of the second decimal point in the Application versioning, for example, Application 2.4.2 to 2.4.3; and

Patch Release meaning an individual patch or set of patches in a service pack.

4.9 **End-of-Life Policy**

The SITA Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference: <https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>

4.10 **Operational improvement and security**

SITA and the Customer agree that all data received by SITA from (or on behalf of) Customer may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Agreement, and SITA shall at all times comply with its obligations under the Agreement and under all applicable laws and follow best practices for research.

4.11 **Unauthorised Use and Re-supply**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by SITA. Customer agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The Customer acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

4.12 **Disclaimer**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW:

4.12.1 IN NO CIRCUMSTANCES MAY SITA BE HELD LIABLE FOR THE CONSEQUENCES OF ERRORS, LOST MESSAGES OR FAULTY TRANSMISSIONS; AND

4.12.2 SITA SHALL NOT BE LIABLE FOR ANY SERVICE FAILURES, DELAYS, OR LOSS TO CUSTOMER CAUSED BY CUSTOMER'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 3 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CUSTOMER WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 4 (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule

3. Equipment Schedule

1 Equipment

- SITA Flex Hybrid and SITA Information Display Systems - Equipment and Quantities

Core and Network Hardware Components*

Item	Description	Online Qty	Spares Qty	Total
Read Write Domain Controller	HPE DL-20	1	0	1
Server Backup	Buffalo Drive Station Duo	1	0	1
Switches	Cisco Catalyst 9200	2	0	2
Firewalls	Cisco Firepower 1120 ASA	2	0	2
Proxy Device	Fortigate 60F	2	0	2
ISP Device	TBD Model	1	0	1

End User Workstations and Peripherals Hardware Components*

Item	Description	Online Qty	Spares Qty	Total	Warranty Years
CUPPS Workstation	HP EliteDesk 800 G5 SFF	9	1	10	3
Monitor	HP E190i 19"	9	1	10	3
Boarding Pass Printer (ATB)	Custom TK302 w/auto cutter	4	1	5	5
Baggage Tag Printer (BTP)	Custom TK202 w/roll holder	4	1	5	5
Document Control Printer (DCP)	Okidata ML320T	5	1	6	5
Boarding Gate Reader	Access BGR 135	4	1	5	5
Keyboard	Access AKB599 MSR/OCR Integrated Keyboard	9	1	10	5
Screens	49" LG Smart Display (49UH7F-H)	4	0	4	1
Screens	55" LG Smart Display (55UH7F-H)	4	0	4	1

*Exact make/models of devices deployed may vary slightly from what is specified in the table above – regardless of the exact make/model, all hardware will be new and of similar functionality as stated above. Hardware and software ownership will

transfer to the Customer upon Acceptance.

Note: SITA recommends two (2) spares for each type of equipment. However, a minimum of one (1) spare is included for equipment quantities under ten (1) except for SITA's core and network devices.

Core and Network Software Components

Item	Description	Online Qty	Spares Qty	Total
Server License	Windows Server 2016	1	0	1
Switch License	Cisco DNA Essentials, 3-year license	2	0	2
Switch SmartNet	SmartNet protection 5-years for each Switch	10	0	10
Firewall License	Security Context Licenses	2	0	2
Service Bandwidth	2 Mbps VPN Service Bandwidth	1	0	1
Proxy Device Software	Fortigate Forticare	10	0	1
Asset Management License	CMS Altiris	1	0	1
Antivirus License	Symantec Endpoint	1	0	1

End User Workstations and Peripherals Software Components

Item	Description	Online Qty	Spares Qty	Total
Operating System License	Windows 10 IoT Enterprise 2019	9	1	10
Client Access License	Windows Server CAL	9	0	9
Asset Management License	CMS Altiris	9	0	9
Antivirus License	Symantec Endpoint	9	0	9

Basis of Supply

- SITA supplies the Equipment to Customer on the basis of sale.

Each party may request additional work over and above the work stated in this Schedule, using the change request form, contained in Appendix 3 (**Change Request Form**), signed by appropriately authorized representatives of the parties.

– Change Request Form

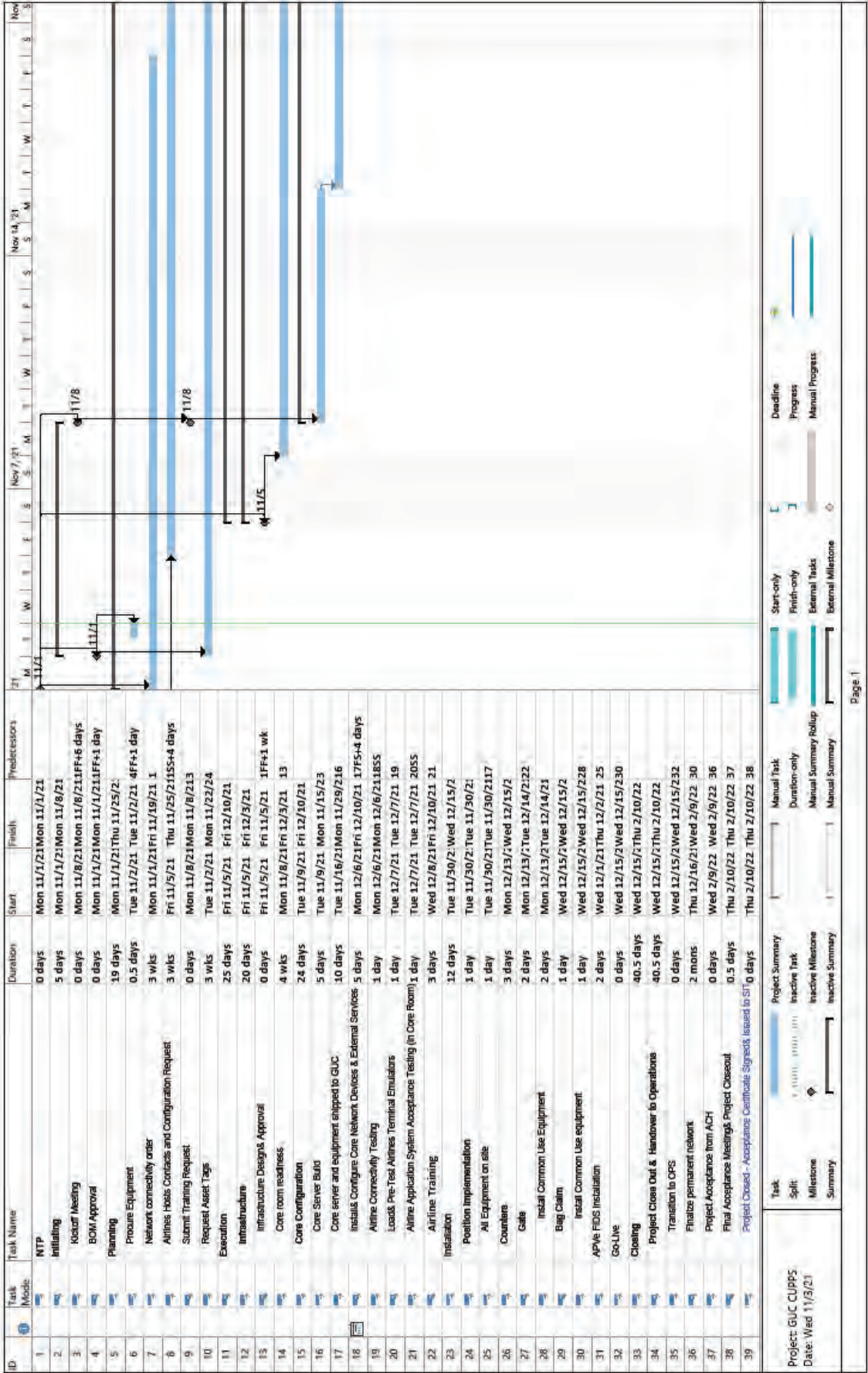
Change Request Form Number: _____	
SECTION A Contract Details	
Contract Name:	
Parties:	
Reference no:	
Effective date (if known):	
SECTION B Details of proposed Change	
Title of the proposed Change:	
Service(s) to which the proposed Change relates:	
Description of the proposed Change: <i>[Describe the proposed Change in detail with an explanation of its importance] [Attach supporting information if appropriate]</i>	
Clause(s) and/or schedule(s) of the Contract which will be modified (if any): <i>[if necessary, provide wording of any new / amended provisions]</i>	
SECTION C Impact of proposed Change Request (for information, impact assessment and resource planning only)	
☐ Cost ☐ Delivery date / timetable / other date ☐ Functionality ☐ Performance ☐ Resources ☐ Other system	☐ Documentation ☐ Training needs ☐ Third Party ☐ Other (please specify) _____

Description of impact(s): <i>[provide a detailed description of the selected impact(s)]</i>	
SECTION D	
Cost	
Cost implications of the proposed Change: <i>[Include details of whether the current cost (if any) is reduced or increased]</i>	
SECTION E	
Approval of proposed Change	
Approval	SITA and Customer confirm that they have each read the information contained in this Change Request Form, approve the proposed Change Request as set out above, and agree that the Contract shall be treated as having been amended accordingly:
	<u>For and on behalf of SITA</u>
	Signed: (Authorised Signatory)
	Name: Title: Date:
	<u>For and on behalf of Customer:</u>
	Signed: (Authorised Signatory)
	Name: Title: Date:

End of Schedule

CONFIDENTIAL

4. Project Schedule



For the avoidance of doubt, the Agreement shall control, unless the provisions set forth in Section 4 of this SOW are more protective with respect to Customer than that contained in the Agreement.

5. Operations Support Model

SITA Global Services Overview

SITA’s Global Services (SGS) provide a managed end-to-end service, leveraging a standard Airport Service Model built on the foundations of the ITIL framework. The Standard Airport Service Model was developed to support multiple products and solutions to provide a truly flexible global support capability. SITA’s Global Services (SGS) state-of-the-art Command Center is located in Montreal, Canada. The center monitors servers, workstations, kiosks, applications and networks to maximize the availability of SITA’s services and trigger alarms based on the customer-specific solution and offers global support twenty-four hours a day and 365 days a year. The high-level approach proposed is described in more detail in the following sections:

Support Responsibility Matrix

Activity	SITA Responsibility	Customer Responsibility
Remote Service Desk – Incident, Problem, Change Management	X	
On- Site Level 1 Hardware Maintenance – Break/Fix, Warranty & Logistics, Preventative Maintenance		X
Level 2 Remote Application Support	X	
Level 2 Remote Infrastructure Support	X	
Level 3 Remote Operations Support	X	
Service Delivery Management	X	

SITA Service Desk (SSD)

The SITA Service Desk (SSD) provides the first line of customer interaction. The SSD receives, manages and resolves service-related incidents after the initial troubleshooting has been performed by GUC team – investigating if this incident is related to Hardware issues. From their central location, the Service Desk staff will receive the incident to be diagnosed, log all details in our IT Service Management tool, and then inform the relevant resolver group regarding responses to outages and incidents. With its integrated automation tools, the SSD provides efficiency in customer response to ensure that everything that can be done is done to meet agreed Service Levels.

The key roles and functions provided by the Service Desk are as follows:

- Provide a Single point of contact (SPOC) for our customers on a 24x7x365 basis
- Support of all Services deployed and contracted at that location.
- The SSD will take all details and raise an incident within our tool and categorize and assign a priority to the incident.
- Assign to the appropriate resolving team after performing initial triage
- Incident routing to Resolver Groups. When an incident is escalated to a Resolver Group, the IT Service Management toolset will place the incident within the relevant resolver groups and to contacts defined for escalation.
- Proactively monitor, review and follow up outstanding Incidents
- Provide required level of customer service

The SSD is the focal point for the adoption of consistent processes, procedures, and work instructions in the operation of services for our customers. It will manage or takes part on the following key processes in the service management model:

- Incident Management
- Major Incident Management
- Problem Management
- Change Management
- Release Management (distribution)
- Service Level Management

Level 1: On Site Break-fix Services

Level 1 On Site Break-fix services will be performed by the GUC airport personnel that would include the following:

- Attend the incident and perform initial diagnosis to determine if there is an application or hardware fault
- Work to repair the equipment
- If unable to repair the equipment, substitute the equipment with a Whole Unit spare.
- Test the repaired/replaced equipment and restore the service to the airline user's satisfaction.
- Escalate any unresolved incidents to SSD (SITA Service Desk). The SSD will then manage the incident to resolution
- Perform Preventative Maintenance on the equipment as recommended by SITA in accordance with Manufacturer guidelines and as agreed with the airline users schedules.
- Manage and maintain the warranty/RMA process, consumables and spares equipment for the service. All CUTE consumables are excluded (including paper and other technical consumables like print heads). SITA can recommend a vendor whereby the Airport can procure paper directly.
- SITA will provide necessary training for GUC airport staff to enable their local support of SITA provided equipment

Level 2: SITA Command Center (SCC) Operations Remote Support Services

SITA's Airport Operational remote staff are trained to the highest level to remotely support our Airport product. This remote team:

- Receives requests for Incident and Problem management support via SSD for incidents raised by GUC airport staff
- Provides 24/7 Operational support
- Provides triage support in diagnosing incident and determining resolution or supporting other resolver groups
- Manages Major Incident Management
- Manages Configuration and Change Management
- Manages Problem Management

The Airport Operations team will provide remote infrastructure and application support to GUC Airport. The key roles and functions provided by SITA Command Center (SCC) Airport Operations are as follows:

- Providing technical support to the GUC Field Services teams as necessary
- Perform Remote Monitoring if applicable and maintaining the configuration of servers, clients and peripherals
- Maintaining any SITA provided local LAN services such as SITA's External Services firewalls, switches and routers.
- Maintaining the user profiles configured on the SITA Flex infrastructure
- Maintaining SQL databases and other SITA Flex configuration files that are located on domain controllers or in active directory

- Managing the customer's file and directory services on the central Server infrastructure
- Applying critical operating system patches, SITA Flex platform updates and workstation images as recommended by SITA engineering
- Monitoring and Managing SITA Server Backup and restore
- Maintaining group policy, passwords and antivirus updates to ensure the security and integrity of the SITA Flex platform.
- Updating SITA certified airline applications as required upon proper application by the airline via SITA's established release and deployment process in conjunction with local change management processes

Level 3 Remote Operations Support

SITA's Level 3 Remote Operations Support are the highest skilled subject matter experts in SITA airports products and services and provide support Monday-Friday, 9AM-5PM EST.

The key roles and functions provided by SITA Level 3 are as follows:

- Receives requests for Incident and Problem management support via Level 2 Support teams;
- Performs root cause analysis to identify bugs or requirements for code change;
- Engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- Notifies SITA's Operational Release Management team of upcoming release availability;
- Performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- Performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- Develops required code change and bug fixes;
- Performs certification and testing of new releases;
- Makes releases available to SITA's Airport Operations team for global release following beta certification;
- Notifies SITA's Airport Operations of availability of a new release;
- Develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.

Service Delivery Management

The SITA Customer Success Manager (CSM) is the customer's assigned point of contact who acts as the customer champion and ensures the success of Service Delivery Management. The CSM operates remotely and provides customers with remote 1-hour service review calls per month with a standard performance report and an annual virtual meeting based on mutually agreed schedules to discuss opportunities for improvement and service performance trends.

The Customer Success Manager also helps the client with the following: planning all operational changes, managing critical and unexpected changes in your business lifecycle, and assisting to evolve the SITA solution(s) to your changing business. Furthermore, the CSM during monthly remote service performance review meetings, will demonstrate SITA service quality and compliance with contractual commitments through service performance analysis based on SITA standard reporting approach.

6. Training

SITA will provide the following training courses to GUC onsite technicians.

Course Name	SITA Flex Hybrid eLearning Series
Course Code	APC100e
Delivery Mode	eLearning
Duration	1 hour
Course Prerequisite(s)	None
Required for	End Users
Course Description	This series contains two eLearning modules. The first module is prework eLearning courses and includes an overview of the SITA Flex Hybrid platform. The second module is designed to show how to perform basics task within the SITA Flex Hybrid system, including system access, system navigation, and troubleshooting common issues.
Course Objectives	By the end of this course, participants will be able to: - Describe the various peripheral devices used in SITA Flex Hybrid systems - Articulate the two-system concept - Log into and Logoff from SITA Flex Hybrid - Open or Exit an airline application - Open a second airline application - Switch between open airline applications - Troubleshoot common issues within SITA Flex Hybrid
Topics	Topics Include: - SITA Flex Hybrid and the two-system concept - Airport infrastructures - SITA Flex Hybrid Product Standards - Peripheral devices - Log into and Logoff from SITA Flex Hybrid - Open or Exit an airline application - Open a second airline application - Switch between open airline applications - Troubleshoot common issues within SITA Flex Hybrid

Course Name	SITA Flex Hybrid CUTE Windows 10 for Maintenance Technicians
Course Code	APC504
Delivery Mode	Instructor-Led
Duration	24.0 hours
Course Prerequisite(s)	Recommended pre-course APC100e
Required for	Field Engineer (Level 1)
Course Description	This Instructor-led live course is designed for Maintenance Technicians who are responsible for the daily operation of the SITA Flex Hybrid platform and peripheral devices. Emphasis is placed on troubleshooting, preventive maintenance, and repair/replacing components.
Course Objectives	By the end of the course students will be able to: • Image a workstation • Perform preventative maintenance procedures of the equipment. • Troubleshoot and repair the equipment and the associated peripherals
Topics	Topics Include: • SITA Flex Hybrid Overview • Introduction to common use • Install & configure SITA Flex components and devices • Troubleshoot and repair of devices • Restore Image a workstation • Perform preventative maintenance of devices

7. Project Charges and Payment Milestones

Milestones Schedule

Milestone	Percentage Billed (Total Contract Value)
CUTE System Acceptance	50%
Information Display System Acceptance	40%
Final System Acceptance (Permanent ISP Connection, Permanent WAN Equipment)	10%

Contract Responsibility Matrix

Item	SITA Responsibility	Customer Responsibility
Temporary ISP Service (in the case of the ISP circuit not arriving in time for the December 15 th implementation deadline)		X
ISP Service (after ISP circuit delivery)	X	
Local Area Network (LAN), use and maintenance of access/closet switches		X
Layer 2 design in which all SITA Product Client VLANs are connected to the SITA ES Firewalls, on a separate and unique VLAN. (shared responsibility)	X	X
Two (2) 1 Gbps UTP copper cables (Cat 5e or better) from SITA's External Services Firewall devices to GUC's access layer network		X
Each SITA client (Flex positions) must have at least a 100 Mbps UTP Ethernet connection provided. Cat5e or better.		X
57.x.x.x IPv4 addressing	X	
Sufficient rack space in a secured core room		X
Provision of all paper and consumables during and post implementation		X
Training for GUC's provided Level 1 technicians, to take place during implementation	X	
Training facilities		X
Staging environment with access to internet, common use network and power		X
Garbage and recycling collection		X
Equipment receipt/acceptance and storage in a climate-controlled location		X
Millwork or millwork changes for CUTE equipment		X
Removal, decommissioning and recycling of any existing equipment		X
Termination points for WAN telco circuits		X
Virtual post-implementation consulting	X	
Repair and replacement of equipment post implementation		X

8. Pricing Schedule

1 Definitions

- 1.1 Capitalised terms used in this Schedule and not specifically defined in this Schedule, shall have the same meanings as may be ascribed to them in the General Terms or the relevant Service Schedule(s).
- 1.2 The following words have these meanings in this Schedule:
- Cutover** means, in respect of a Service, the operation by which such Service is made operational and available for use by Customer.
- Minimum Monthly Charge** means, the minimum monthly amount payable for a Service and/or a Service Option, where such is specified in this Schedule.
- Service Option** means, in respect of a Service, any Service option identified in the relevant Service Schedule or in this Schedule.
- Transaction** means, in respect of a Service, any type of query to the relevant SITA System made by, or on behalf of, Customer, being an instance of use of an individual record or field, or a set of records or fields, on such System.

2 One-Time Charges

- 2.1 SITA shall invoice, and Customer shall pay to SITA the one-time charges shown in the following table:

One- Time Charges	
Item	Currency: USD
SITA Flex and 3 rd Party Software	\$4,603.05
SITA Flex and IDS Hardware	\$87,560.89
SITA Project Implementation services (includes all project management, procurement, configuration, testing and training; travel and expenses included) for SITA Flex and IDS Solutions	\$81,477.90
Total of One Time Charges	\$173,641.84

Total of One Time Charges will be billed based on customer acceptance of the milestone schedule detailed in Section 6.

3 Monthly Service Charges

- 3.1 SITA shall invoice and Customer shall pay to SITA the monthly service charges shown in the following table from the first day of the month following Acceptance of the Service(s).

Minimum Monthly Service Charges	
Item	Currency: USD
Monthly remote support services and licenses	\$4,414.20
Total (after 36 months)	\$158,911.20

4 Termination Charges

- 4.1 On termination of the Service(s) for any reason, other than where SITA is in default, SITA shall be entitled to charge for its damages and losses allowed under law, and the following:
- 4.1.1 The Charges up to the actual date of termination; and
 - 4.1.2 All unpaid upfront investment costs of SITA for delivery and implementation of the Service(s) (including for delivery and installation of any Software and/or Equipment and any costs/savings amortised over the Service Period as part of SITA's financial modelling); and Any internal/external costs (including stranded costs) incurred as a result of termination i.e. any costs incurred by SITA which would not have been incurred had this Service Agreement continued in respect of the terminated Service(s) until its natural expiry; and any costs which SITA is unable to recover (having used all reasonable endeavours to do so) e.g. any charges and penalties imposed by subcontractors and suppliers of SITA, which SITA is unable to avoid using commercially reasonable efforts; and
 - 4.1.3 Any de-installation and disposal charges.

5 Charge for Additional Training Requested by Customer

SITA shall invoice and Customer shall pay to SITA any charges for additional training (other than the training specified in this scope) requested in writing by Customer.

6 Certification Charges

- 6.1 SITA shall invoice and Customer shall pay to SITA any certification charges that are required by any new airlines using the CUTE system that do not have a certified CUTE application provided that SITA has provided Customer advance written notice of such fees.

End of Schedule

ANNEX A – DATA PROTECTION

This is Annex A to:

individual Service Agreement for SITA Flex Hybrid and SITA Information Display System

(the “Master Terms”).

DEFINITIONS

The following definitions apply in this Annex A:

"Data Protection Legislation"

means:

- (i) (a) for Personal Data relating to European Union or European Economic Area residents: the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation (the “**GDPR**”); or (b) for Personal Data relating to United Kingdom of Great Britain and Northern Ireland residents, the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”)

in each case as such law(s) may be replaced, supplemented, substituted or amended from time to time;

- (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) or, on and from the date on which it becomes effective, the proposed Regulation on Privacy and Electronic Communications; and
- (iii) all other applicable laws and regulations regarding the processing of Personal Data, including but not limited to the CCPA 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).

"Personal Data"

has the meaning provided in the Master Terms;

"Regulator"

means any regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) to whose rules, regulations or guidance any Party (or any assets, resources or business of such Party) is, from time to time, subject or submits, or which otherwise relate to the Services;

"Reportable Breach"

means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data provided by the Customer and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of such Personal Data which is likely to result in a risk to the rights and freedoms of any identified or identifiable individuals to whom the Personal Data relates;

"SITA Personnel"	means all or any of: (i) directors, officers, employees and/or agents of SITA or of any member of the SITA Group; (ii) the directors, officers, employees and/or agents of any of SITA (or SITA Group's) sub-contractors; and (iii) any other individuals engaged by or on behalf of SITA or any of its sub-contractors in the performance of any part of SITA's obligations under this Agreement;
"Services"	means the services, functions, processes and responsibilities described in the Service Agreement (together with any other services, functions, processes and responsibilities that are not expressly stated or referred to in the Service Agreement but which are required for the proper performance and provision of those services, functions, processes and responsibilities.

1. Data Protection

- 1.1. Terms and expressions used in this Annex A and not defined in this Service Agreement have the meanings assigned to them in Data Protection Legislation or the Master Terms.
- 1.2. Appendix 1 sets out the scope, subject matter, nature and purpose of processing by SITA, in performing its obligations under this Service Agreement, and the duration of that processing, the applicable types of Personal Data and categories of data subject.
- 1.3. To the extent it acts as a data processor in the provision of the Services, SITA will:
 - (a) process the Personal Data in accordance with the Customer's instructions and compliance with its obligations under the Data Protection Legislation;

Security & Compliance with Instructions

- (b) having taken due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects, take and maintain the appropriate technical and organisational measures (as documented in Appendix 2) to ensure the security of the Personal Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Personal Data (including using reasonable commercial endeavours to protect processing of Personal Data from malware infection or third party intervention);
- (c) ensure that SITA Personnel who access the Personal Data are under an obligation to handle the Personal Data in accordance with the obligations regarding confidentiality of information in accordance with Clause 15 (Confidentiality);
- (d) process the Personal Data only: (i) as reasonably necessary for the performance of SITA's obligations, and exercise of its rights, in accordance with this Service Agreement, which Customer agrees sets out Customer's complete, documented instructions regarding the processing of Personal Data; or (ii) as required by any Data Protection Law to which SITA is subject as SITA may notify to Customer (unless prohibited from doing so). Further, SITA shall notify Customer in case SITA is of the opinion that an instruction of Customer is not in compliance with Data Protection Legislation (in which case the Parties shall discuss the situation, and SITA shall not be required to follow the relevant instruction);

SITA co-operation

- (e) provide to Customer, at Customer's cost, such information, co-operation and assistance as Customer may, from time to time, require to enable Customer to comply with its obligations under the Data Protection Legislation as a data controller in respect of any Personal Data, but only to the extent SITA is reasonably able to do so taking into account the nature of the processing of the Personal Data undertaken in providing the Services and the information SITA has in its possession and control;
- (f) assist Customer, by appropriate technical and organisational measures, for the fulfilment of Customer's obligation to respond to requests for the exercise of data subject rights (including access requests) set out in the Data Protection Legislation, to the extent possible for SITA to do

so, taking into account the nature of the processing of the Personal Data undertaken in providing the Services and without requiring SITA to incur any additional costs in providing such measures;

- (g) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (or, where applicable, the UK GDPR), and applicable Data Protection Legislation in the United States taking into account the nature of processing and the information available to SITA;
- (h) notify Customer in writing, as soon as reasonably practicable, if it:
 - i. receives from a data subject a communication relating to, request for, or notice of, the exercise of that person's rights under, the Data Protection Legislation in relation to the Data; or
 - ii. receives any complaint, request, notice or communication which relates directly or indirectly to the processing of the Personal Data by SITA on behalf of Customer or to either Party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation),

and, in each case, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice to the extent known to the SITA;

Data breach & Deletion or Return of data

- (i) notify Customer, without undue delay but no later than 48 hours upon becoming aware, of a Reportable Breach and provide, together with such notification, such details of the nature of Personal Data affected, the categories and estimated number of data subjects concerned and approximate volume of Personal Data records affected, to the extent known to SITA at such time;
- (j) promptly, and at the option of Customer, return (if feasible) to Customer or delete or destroy all of the Personal Data and all materials containing any copies of the Personal Data held by SITA on behalf of Customer following the termination or expiry of this Service Agreement (or relevant part thereof), other than to the extent that its retention is required by Data Protection Law to which SITA is subject.

Sub-contracting & Cross-border transfers

- 1.4. Customer agrees SITA may disclose Personal Data to any third party to which SITA is permitted to sub-contract any element of the Services in accordance with clause 30.5 of the Master Terms (a Sub-processor) to the extent such disclosure is necessary for such third party's provision of that element of the Services and provided that:
 - (a) SITA will have a written agreement in place with that Sub-processor which imposes obligations on the Sub-processor no less onerous than those set out in this Annex A;
 - (b) SITA will remain liable for the performance of such obligations by such third party.
- 1.5. SITA shall inform Customer in writing of any intended changes through the addition or replacement of sub-processors at least 30 days in advance, thereby giving Customer sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-processor(s). SITA shall provide Customer with the information necessary to enable Customer to exercise the right to object.
- 1.6. SITA will not transfer that Personal Data to a country or international organisation located outside the European Economic Area unless it ensures that it complies with the obligations set out in the GDPR (or, for transfers out of the UK, the UK GDPR) regarding the transfer of Personal Data to third countries or international organisations, such as through the use of standard contractual clauses adopted by the European Commission pursuant to Article 46 of the GDPR, provided the conditions for the use of those standard contractual clauses are met, in which case the standard contractual clauses, as set out at this link, apply to this Agreement, and the parties agree that the signing of this Agreement constitutes deemed signature and incorporation of those standard contractual clauses (and the appendices to same) as required:
<https://www.sita.aero/gdpr/scc/customers/module2>.
- 1.7. **Customer's Obligations.** Customer will:
 - (a) ensure that Customer will comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of Personal Data to SITA in connection with this Agreement, including that its processing of Personal Data using the

Services is lawful and is undertaken in accordance with the principles relating to the processing of Personal Data set out in Data Protection Legislation;

- (b) ensure there is no prohibition or restriction in place which would prevent or restrict Customer from disclosing or transferring the Personal Data to SITA, or that would prevent or restrict SITA disclosing or transferring the Personal Data to the Sub-processors. The Customer shall notify SITA in a timely manner if it becomes aware of any such prohibition or restriction;
- (c) not process any Personal Data using the Services, or permit SITA to process any Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, Customer by any Regulator;
- (d) provide SITA with such co-operation and information as SITA may reasonably request from time to time to permit SITA and/or any Sub-processor comply with its obligations under Data Protection Legislation; and
- (e) not name SITA (or any Sub-processor) or otherwise refer to SITA (or any Sub-processor) in any communication to any Regulator or any data subject relating to any Reportable Breach or any other (alleged) breach of security leading to the accidental or unlawful processing without SITA's prior written approval of the content of such communication (other than such content that does not relate or impact on SITA or if such act is required or compelled by law or a legal proceeding).

Appendix 1 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing by SITA: See description of Service in Service Agreement.
2. Scope & Nature: See description of Service in Service Agreement.
3. Purpose of processing: Communications and/or air transport services as per the Service description.
4. Duration of the processing: Until termination of Service Agreement and such reasonable time following such termination to allow for data deletion from systems.
5. Types of personal data: Passenger Personal Data to enable air transport – being:
 - a. names, email addresses, dates of birth, genders, addresses, passport numbers; and
 - b. customer staff data – being names, email addresses,in accordance with the requirements set out in Service description.
6. Categories of data subject: Passengers of the Customer and/or staff of the Customer.

Appendix 2 – DATA SECURITY

1. SITA takes and implements technical and organizational measures (“TOMs”) to maintain the confidentiality, integrity, availability and resilience of processing systems and services as well as of the personal data held within. SITA may update or modify these measures from time to time provided such updates and modifications will not result in a degradation of the overall security of the Services during the term of the Agreement. SITA takes appropriate measures to guard against unlawful activities which pose a threat to the confidentiality, integrity and availability of SITA customers’ data in respect of its provision of the service in accordance with:
 - 1.1. laws, regulations that are applicable to SITA;
 - 1.2. industry practices; and
 - 1.3. the applicable Service Levels for the relevant services.
2. SITA's security includes measures to:
 - 2.1. Guard against unauthorised access to SITA's systems and facilities.
 - 2.2. Ensure continuity and integrity of service; and
 - 2.3. protect confidentiality and integrity of the data of SITA's customers.
3. SITA employees undergo security and privacy training and awareness campaign to ensure they comply with ethical business conduct, and are able to identify security risks and adequately respond to these in the course of their activities.
4. SITA manages security incident response activities in order to minimize impact to SITA and SITA's customers, enable root cause and/or forensics analysis.
5. SITA conducts regular reviews of TOMs, to ensure security standards are maintained, and will notify Customer prior to any material change to the TOMs applicable to the Services, pursuant to the terms of the Service Agreement.

EXHIBIT C

SITA PURCHASE ORDER

CONFIDENTIAL

PURCHASE ORDER**Parties****SITA****Customer**

Name SITA INFORMATION
NETWORKING COMPUTING
USA INC.

COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Address 3100 Cumberland Blvd.
Suite 900
Atlanta, GA 30339

200 East Virginia Ave.
Gunnison, CO 81230

Address for
Notices Same as above

Same as above

Attention Legal Department

Attention:

Work

SITA to provide the following as WORK under this agreement:

SITA will procure the below equipment, which will be shipped to the Customer's designated location.

Core and Network Hardware Components

Item	Description	Online Qty	Spares Qty	Total	Warranty Term
Read Write Domain Controller	HPE DL-20	1	0	1	3 years
Server Backup	Buffalo Drive Station Duo	1	0	1	3 years
Switches	Cisco Catalyst 9200	2	0	2	90 days
Firewalls	Cisco Firepower 1120 ASA	2	0	2	90 days
Proxy Device	Fortigate 60F	2	0	2	90 days
ISP Device	TBD Model	1	0	1	90 days

End User Workstations and Peripherals Hardware Components

Item	Description	Online Qty	Spares Qty	Total	Warranty Term
CUPPS Workstation	HP EliteDesk 800 G5 SFF	9	1	10	3 years
Monitor	HP E190i 19"	9	1	10	3 years
Boarding Pass Printer (ATB)	Custom TK302 w/auto cutter	4	1	5	5 years
Baggage Tag Printer (BTP)	Custom TK202 w/roll holder	4	1	5	5 years
Document Control Printer (DCP)	Okidata ML320T	5	1	6	5 years
Boarding Gate Reader	Access BGR 135	4	1	5	5 years

SITA PURCHASE ORDER

CONFIDENTIAL

Item	Description	Online Qty	Spares Qty	Total	Warranty Term
Keyboard	Access AKB599 MSR/OCR Integrated Keyboard	9	1	10	5 years
Screens	49" LG Smart Display (49UH7F-H)	4	0	4	1 year
Screens	55" LG Smart Display (55UH7F-H)	4	0	4	1 year

In addition to the procurement of the equipment, SITA will submit an order with SITA's network provider for a 2 Mbps IP Connect circuit, which is required for the eventual implementation and support of SITA Flex at the Customer's site. Included with the order will be a router which will be delivered to the Customer site, which requires a 36-month committed term. Should the Customer and SITA not mutually agree and sign a contract for SITA Flex at the Customer's site for a minimum of a 36 months term, by November 1, 2021, SITA will invoice Customer for the full 36-month circuit fee plus a disconnection fee.

Dependencies and exclusions:

- Customer is responsible for all conduit, data cabling, electrical, architectural, millwork or counter changes that might be required for the eventual implementation of the equipment in the above tables.
- Upon hardware delivery, customer will store the equipment.

Term, Charges and Payment Terms

Customer will notify SITA when all equipment has been received on site. Customer will pay SITA USD \$87,560.89 as a one-time payment for the equipment as stated in the above Work. The charge for the full 36-month term of the 2 Mbps IP Connect circuit is \$37,754.36 (which includes the disconnection charge).

Customer will pay SITA net 30 days from date of invoice.

Governing Law

Colorado

Signatures

Signed for and on behalf of Parties duly authorized representatives:

**SITA INFORMATION NETWORKING
COMPUTING USA INC.**

DocuSigned by:
Harihar Subramanian
9821AE7A7D35427...

Harihar Subramanian

Finance Director

21-Oct-2021

Signature

Name

Title

Date

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

Matthew Birnie
County Manager
10/20/2021

SITA PURCHASE ORDER

CONFIDENTIAL

TERMS & CONDITIONS

1. This purchase order between SITA, and the party to whom the order is addressed, the Customer, shall become the exclusive contract between the parties (the "Agreement"), and all prior representatives or agreements, whether written or oral, not incorporated herein, are superseded. The Effective Date is the later of the dates by a party's signature.
2. Work performed by SITA shall materially conform to the, specifications listed herein (the "Work").
3. Prices for the Work will be set out in the Agreement. Price increases or charges not expressly set out in this Purchase Order shall not be effective unless agreed to in advance in writing by SITA. Payment will be net 30 from receipt of invoice from SITA. Customer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Customer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
4. Intellectual Property and Licensing
 - 4.1. SITA hereby retains all right, title, and interest in and to the Work, including but not limited to the software, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered) and trade secrets and all other similar proprietary rights associated therewith, which shall include without limitation: (i) the source code of any software included in the hardware, where applicable; and (ii) all modifications, extensions, upgrades, and derivative works of SITA's property. Customer is not authorized to change, reconfigure, reverse engineer or in any way modify the Work without SITA's authorization.
 - 4.2. All software, if any, included as part of the Work is licensed to Customer or as otherwise noted, on a non-exclusive and non-transferable basis solely for the stated business purposes during the term stated herein. Licensed software will include updates but not upgrades unless otherwise stated.
5. To the extent permitted by law, Customer agrees to indemnify and save harmless SITA from any loss, expense, including attorney fees, damage, or injury caused or occasioned, directly or indirectly, by its failure to:
 - 5.1. Furnish and pay for all necessary permits, licenses, and inspection fees as called for in the plans, specifications and addenda as being its responsibility; and
 - 5.2. Cause the removal of any lien filed by its sub-contractors or materialmen.
6. Limited Warranties, Indemnity, Limitation of Liability and Risk of Loss
THE WARRANTIES PROVIDED HEREIN ARE SITA'S ONLY EXPRESS WARRANTIES IN RESPECT OF THE WORK PROVIDED HEREUNDER, AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS BASED ON THE USE OR POSSESSION OF ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT BY SITA. NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS SUBJECT TO AN INDEMNITY OBLIGATION, SITA'S TOTAL LIABILITY TO UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL CONTRACT VALUE PAID TO SITA.
7. To the extent permitted by law the Customer hereby assumes entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever claimed by any third-party to all persons, whether employees or otherwise, and to all property, arising out of, or resulting from the performance of this contract or occurring in connection therewith, and agrees to indemnify and save harmless SITA and their agents, servants and employees from and against any and all loss, expense, including legal fees and disbursements, damage or injury arising out of, or resulting there from, or occurring in connection therewith that are claimed by any third-party. The Customer shall procure and maintain, at its own expense, the following insurance: bodily injury and property damage, workers compensation and auto liability and covering the contractual liability.
8. The Parties shall agree to a mutually agreeable schedule for delivery, in writing. Acceptance will occur upon completion of delivery.
9. The parties shall protect the confidentiality of the other party's confidential information, and any services provided by SITA, including software and documentation, if any, in the same manner it uses to protect the confidentiality of its own similar types of information. Information shall be deemed confidential if, given this Purchase Order Agreement and/or the nature of the owning party's business, a reasonable person would consider such information confidential, which will include but not be limited to pricing.
10. The Customer shall pay all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act and all Sales, Use or other taxes arising out of the performance of this contract, except for taxes on SITA's income.
11. A Manufacturer's Warranty is provided per the number of years included in the table of the Work. Any hardware defects will be resolved between the Customer and equipment manufacturers.
12. The Customer agrees that it will not assign this contract, or any of the monies due it, or become due hereunder, nor subcontract any portion of the Work without first obtaining written consent of SITA.
13. No additions, deductions or changes shall be made in the Work except upon written order of SITA, which order shall specify the amount of additional compensation or credit to be applied to the amount of this Purchase Order.
14. Termination.
 - 14.1. Customer may immediately terminate all or any part of this Agreement by giving SITA a written notice of termination (a "Termination Notice") specifying the date and extent to which this Agreement is to be terminated.
 - 14.2. Upon receipt of a Termination Notice, SITA will discontinue its performance under this Agreement on the date and to the extent specified in the Termination Notice. Customer will pay to SITA any amounts owing to SITA for Work ordered prior to the effective date of the Termination Notice, and for SITA's performance under this Agreement thereafter, provided that SITA submits invoices for the Customer's review and approval for such amounts within thirty (60) days after delivery of the Termination Notice.
 - 14.3. Customer may cancel the ISP Connection prior to the expiration of the 36-months initial term of the Agreement, by providing at least two (2) months' notice to SITA. Cessation of the Connection will take effect on SITA's processing of the cancellation and the following Termination Charges apply: (a) Disconnection price; (b) the full remaining ISP Connection charges up to the initial term expiration date.
15. Choice of Law. This Agreement shall be governed by the laws of Colorado without regard to its conflict of law doctrine.

Authorization to Proceed

between

SITA

and

County Commissioners of the County of Gunnison
Colorado

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PARTICULARS

Parties	SITA	Name	SITA INFORMATION NETWORKING COMPUTING USA INC.
		Address	3100 Cumberland Blvd. SE, Suite 900 Atlanta, GA 30339
		Address for notices	As above
		Copy to	SITA 26, Chemin de Joinville 1216 Cointrin – Geneva Switzerland
		Fax	+41 22 747 6166
		Attention	General Counsel
	Customer	Name	COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
		Address	200 East Virginia Ave. Gunnison, CO 81230
		Address for Notices	As above
		Fax	
	Attention		
Recitals	A	Customer wishes to enter into negotiations and sign an agreement or a series of agreements with SITA for SITA Information Display System and SITA Flex Hybrid (Service(s)), as detailed in the SITA proposal dated September 30, 2021 (Agreement(s));	
	B	Prior to the execution of the Agreement, Customer requires SITA to carry out certain activities in order to meet the implementation dates specified in the SITA proposal to Customer dated October 2021 (Proposal);	
	C	Therefore, the parties have decided to enter into this Authorization to Proceed detailing the equipment and/or services to be ordered and the activities to be carried out by SITA prior to the execution of the Agreement (ATP).	
Effective Date	November 1, 2021		
Governing Law	New York, United States of America		

TERMS AND CONDITIONS

1. Object

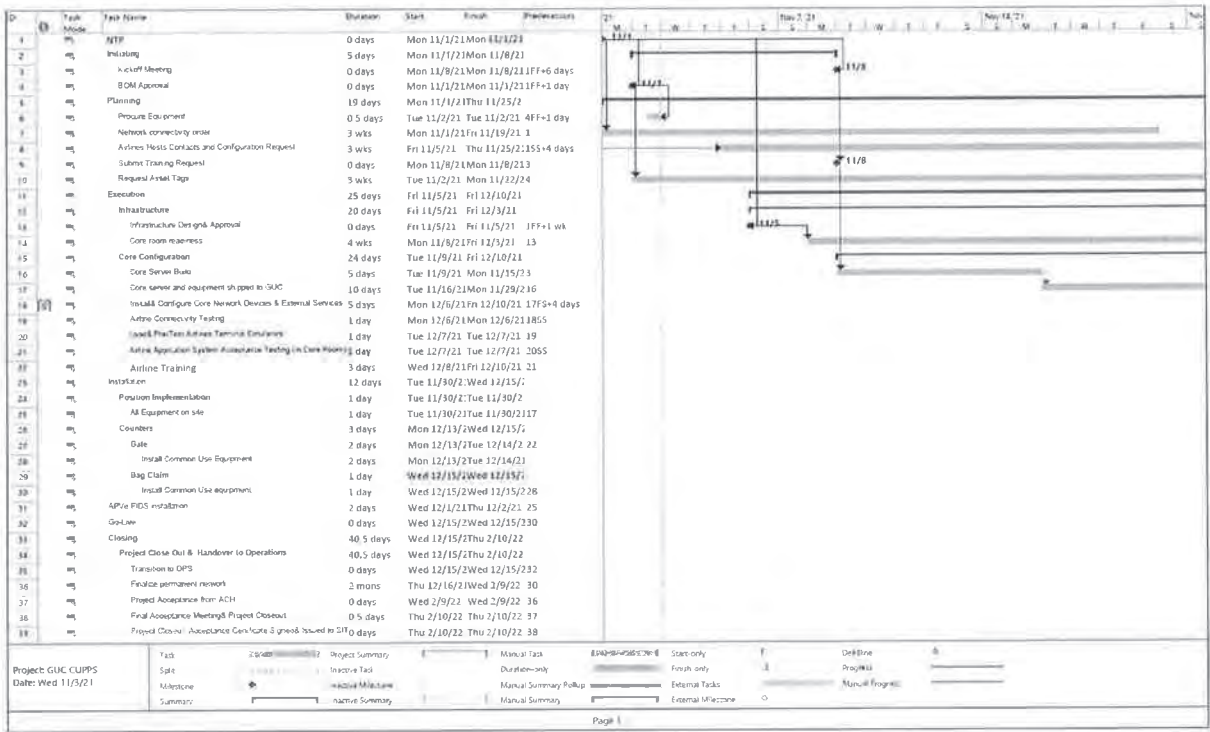
1.1. The parties agree to negotiate in good faith and to conclude the Agreement(s).

2. Term

2.1. This ATP shall commence on the Effective Date, specified in the Particulars, and shall govern the relationship between the parties until the conclusion of the Agreement(s), or forty-five (45) days from the Effective Date, whichever is the sooner.

3. Ordering Services

3.1. During the term of this ATP, the parties agree to carry out the activities (if any) specified below:



3.2. The parties agree that Supplier shall not carry out any activity under this ATP other than the activities referred to in clause **Error! Reference source not found.** above.

3.3. In the event that, for any reason, the parties do not sign the Agreement(s), at the expiry of the term of this ATP (as per clause 2.1 above), SITA will cease all activities to be carried out hereunder and Customer agrees to pay all costs, expenses and charges of SITA (including any third party cancellation charges) in relation to the services and the carrying out of the activities pursuant to this ATP, subject to a maximum of \$35,892.54 for thirty-six (36) months of ISP support plus the one time disconnection fee of \$1,862.00.

3.4. All such costs, expenses and charges shall be payable by Customer within 30 days from the date of the SITA invoice.

3.5. Such costs, expenses and charges do not include any country, state, departmental, city, local or other taxes however designated. Customer shall be responsible for any such taxes paid or payable by SITA, irrespective of the country in which, or the authority to which such taxes are paid or payable.

3.6. Any equipment ordered by SITA under this ATP shall remain SITA's property and shall be returned to SITA in the event that the Agreement(s) is(are) not signed by the parties and in order to allow SITA to remove such equipment, Customer agrees to provide access to the sites where such equipment is located on reasonable notice and at the SITA's costs.

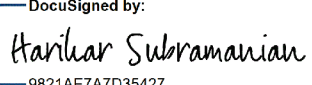
- 3.7. SITA warrants that it shall use reasonable care and skill in the provision of services during the term of this ATP.
- 3.8. Neither party shall be liable to the other for any indirect, special, incidental or consequential loss or damage, or for any loss of revenue, profit or goodwill, whether arising under contract, tort (including negligence), under statute or any other law.
- 3.9. SITA's aggregate liability arising under or connection with this ATP for all claims whether arising under contract, tort (including negligence), under statute or any other law will not exceed the amounts paid by Customer under this ATP as maybe stated in clause **Error! Reference source not found.** above.
- 3.10. Nothing in this ATP shall be interpreted as excluding or limiting either party's liability in case of death or personal injury or for fraudulent misrepresentation.

4. General

- 4.1. This ATP and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law in force in the place specified in the Particulars.
- 4.2. Any notices or consents given by a party in connection with this ATP must be made in writing and sent by courier to the other party's address for notices specified in this ATP or by pre-paid ordinary post (or airmail if appropriate).
- 4.3. If the whole or any part of a provision of this ATP is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, except if such severance alters the basic nature of this ATP or is contrary to public policy.
- 4.4. This ATP may be executed in counterparts. All counterparts, when taken together, will constitute one instrument.
- 4.5. The binding language of this ATP is English.

SIGNING PAGE

Signed for and behalf of **SITA**
by its duly authorized representative:

(Signature) 
Name: Harihar Subramanian
Title: Finance Director
Date: 15-Nov-2021

Signed for and behalf of **Customer**
by its duly authorized representative:

(Signature) 
Name: Matthew Birnie
Title: Gunnison County Manager
Date: 11-12-2021

AMENDMENT NO. 1 TO AUTHORIZATION TO PROCEED

Amendment Reference Number: 2-00166656

Parties		CUSTOMER	
	SITA		
	Name	SITA INFORMATION NETWORKING COMPUTING USA INC. (SITA)	COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO (Customer)
	Address	3100 Cumberland Blvd. SE, Suite 900 Atlanta, GA 30339	200 East Virginia Ave. Gunnison, CO 81230
	Copy to	SITA, 26 Chemin de Joinville, 1216 Cointrin Geneva, Switzerland	As above
	Attention	General Counsel	Attention

Recitals	A	SITA is in contract negotiations with Customer to provide Information Displays and Common Use Services.
	B	The parties have signed an Authorization to Proceed (ATP) to carry out activities during contract negotiations.
	C	The parties now wish to amend the ATP as set out in this Amendment.

1. This Amendment amends the following Authorization to Proceed (ATP):

Title	Authorization to Proceed
Effective Date	November 1, 2021
SITA Ref	2-00166345
Customer Ref (if any)	

2. The Service Agreement is amended by:

- 2.1. Section 2 – Term of the ATP. Section 2.1 is deleted in its entirety and replaced with the following:

This ATP shall commence on the Effective Date, specified in the Particulars, and shall govern the relationship between the parties until the conclusion of the Agreement(s), or sixty (60) days from the Effective Date, whichever is the sooner.

- 2.2. Section 3.3 is deleted in its entirety and replaced with the following:

- 3.3. In the event that, for any reason, the parties do not sign the Agreement(s), at the expiry of the term of this ATP (December 30, 2021), SITA will cease all activities to be carried out hereunder and Customer agrees to pay the following charges from the Statement of Work:

- SITA Flex and 3rd Party Software charge of \$4,603.05
- SITA Project Implementation Services of \$81,477.90
- \$35,892.54 for thirty-six (36) months of ISP support plus the one time disconnection fee of \$1,862.00.

3. This Amendment constitutes part of the Authorization to Proceed (ATP), and the definitions in the ATP apply to this Amendment. In the event of inconsistency between the terms of the ATP and those of this Amendment, this Amendment will prevail.
4. All terms and conditions of the ATP not modified by this Amendment remain unchanged.
5. The ATP, as modified by this Amendment constitutes the entire agreement between the parties with respect to the matters contemplated therein and supersedes all other representations of the parties, whether written or oral, except if fraudulently made.

Signing Page

The parties may sign this Amendment by electronic signature. If a party decides to sign using an electronic signature they agree that the electronic signature applied to this Amendment is authentic, has the same force and effect as a hand written signature and is applied by the signatory with the intent to be bound by the terms and conditions of this Amendment.

Signed for and on behalf of SITA
by its duly authorised representative:

Signature:

DocuSigned by:

Harinar Subramanian

Name: Harinar Subramanian

Title: Finance Director

Date: 16-Dec-2021

Signed for and on behalf of Customer
by its duly authorised representative:

Signature:

Marlene D. Crosby

Name:

Marlene D. Crosby

Title:

Deputy County Manager

Date:

December 15, 2021

EXHIBIT D

*Certificates of Insurance to be provided by SITA



SITA SUPPORT RENEWAL PROPOSAL FOR GUNNISON - CRESTED BUTTE REGIONAL AIRPORT

October 1 - 2024



Company Name and Contact Information

Company Details

Company	SITA Information Networking Computing USA Inc
Website	www.sita.aero

Contact Details

Contact:	James Ho
Title:	Account Manager
Mobile:	+1 206-3513819
Email:	james.ho@sit.aero

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Executive Summary

SITA is pleased to present to Gunnison – Crested Butte Regional Airport (GUC Airport) a support renewal proposal.

GUC Airport is currently using SITA Flex and SITA Information Display System (APV– AirportVision and FLIFO) services and aiming to continue providing the services to the passengers, SITA is presenting a proposal to continue providing the services with SITA support model.

Operations Support Model

SITA Global Services Overview

SITA's Global Services (SGS) are a managed end-to-end service leveraging a standard Airport Service Model built on the foundations of the ITIL framework. The Standard Airport Service Model was developed to support multiple products and solutions to provide a truly flexible global support capability. SITA's Global Services (SGS) include two (2) state-of-the-art Command Centers in Singapore and Montreal. The centers maintain applications and networks to maximize the availability of SITA's services and monitor as applicable based on the customer solution. SITA utilizes a follow-the-sun service model and offers global support twenty-four hours a day and 365 days a year. The high-level approach proposed is described in more detail in the following sections.

Proposed Operations Support Responsibility Matrix

Activity	Responsibility
On- Site Level 1 Hardware Maintenance – Break/Fix, Warranty & Logistics, Preventative Maintenance	GUC Airport
Remote Service Desk – Incident, Problem, Change Management	SITA
Level 2 Remote Application Support	
Level 2 Remote Infrastructure Support	
Level 3 Remote Operations Support	
Service Delivery Management	



SITA Service Desk (SSD)

The SITA Service Desk (SSD) provides the first line of customer interaction. The SSD receives, manages and resolves service-related incidents after the initial troubleshooting has been performed by GUC team – investigating if this incident is related to Hardware issues.

From their central location, the Service Desk staff will receive the incident to be diagnosed, log all details in our IT Service Management tool, and then inform the relevant resolver group regarding responses to outages and incidents. With its integrated automation tools, the SSD provides efficiency in customer response to ensure that everything that can be done is done to meet agreed Service Levels.

The key roles and functions provided by the Service Desk are as follows:

- Provide a Single point of contact (SPOC) for our customers on a 24x7x365 basis
- Support of all Services deployed and contracted at that location.
- The SSD will take all details and raise an incident within our tool and categorize and assign a priority to the incident.
- Assign to the appropriate resolving team after performing initial triage
- Incident routing to Resolver Groups. When an incident is escalated to a Resolver Group, the IT Service Management toolset will place the incident within the relevant resolver groups and to contacts defined for escalation.
- Proactively monitor, review and follow up outstanding Incidents
- Provide required level of customer service

The SSD is the focal point for the adoption of consistent processes, procedures, and work instructions in the operation of services for our customers. It will manage or takes part on the following key processes in the service management model:

- Incident Management
- Major Incident Management
- Problem Management
- Change Management
- Release Management (distribution)
- Service Level Management

Level 1: On Site Break-fix Services

Level 1 On Site Break-fix services will be performed by the GUC airport personnel that would include the following:

- Attend the incident and perform initial diagnosis to determine if there is an application or hardware fault
- Work to repair the equipment
- If unable to repair the equipment, substitute the equipment with a Whole Unit spare.
- Test the repaired/replaced equipment and restore the service to the airline user's satisfaction.
- Escalate any unresolved incidents to SSD (SITA Service Desk). The SSD will then manage the incident to resolution



- Perform Preventative Maintenance on the equipment as recommended by SITA in accordance with Manufacturer guidelines and as agreed with the airline users' schedules.
- Manage and maintain the warranty/RMA process, consumables and spares equipment for the service. All CUTE consumables are excluded (including paper and other technical consumables like print heads). SITA can recommend a vendor whereby the Airport can procure paper directly.
- SITA will provide necessary training for GUC airport staff to enable their local support of SITA provided equipment

Level 2: SITA Command Center (SCC) Operations Remote Support Services

Airport Operational technical staff are trained to the highest level to support our Airport products by providing:

- Receives requests for Incident and Problem management support via SSD for incidents raised by GUC airport staff
- 24/7 Operational support
- Triage support in diagnosing incident and determining resolution or supporting other resolver groups
- Major Incident Management
- Configuration and Change Management
- Problem Management

The Airport Operations team will provide remote infrastructure and application support to GUC Airport. The key roles and functions provided by SITA Command Center (SCC) Airport Operations are as follows:

- Providing technical support to the GUC Field Services teams as necessary
- Perform Remote Monitoring if applicable and maintaining the configuration of servers, clients and peripherals
- Maintaining any SITA provided local LAN services such as SITA's External Services firewalls, switches and routers.
- Maintaining the user profiles configured on the SITA Flex infrastructure
- Maintaining SQL databases and other SITA Flex configuration files that are located on domain controllers or in active directory
- Managing the customer's file and directory services on the central Server infrastructure
- Applying critical operating system patches, SITA Flex platform updates and workstation images as recommended by SITA engineering
- Monitoring and Managing SITA Server Backup and restore
- Maintaining group policy, passwords and antivirus updates to ensure the security and integrity of the SITA Flex platform.
- Updating SITA certified airline applications as required upon proper application by the airline via SITA's established release and deployment process in conjunction with local change management processes



Level 3: Remote Operations Support

SITA's Level 3 Remote Operations Support are the highest skilled subject matter experts in SITA airports products and services.

The key roles and functions provided by SITA Level 3 are as follows:

- Receives requests for Incident and Problem management support via Level 2 Support teams;
- Performs root cause analysis to identify bugs or requirements for code change;
- Engages SITA's Development Team to fix bugs or apply code changes in next Service application release;
- Notifies SITA's Operational Release Management team of upcoming release availability;
- Performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
- Performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
- Develops required code change and bug fixes;
- Performs certification and testing of new releases;
- Makes releases available to SITA's Airport Operations team for global release following beta certification;
- Notifies SITA's Airport Operations of availability of a new release;
- Develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.



Service Delivery management

The SITA Customer Success Manager (CSM) is the customer's assigned point of contact who acts as the customer champion and ensures the success of Service Delivery Management.

The Customer Success Manager also helps the client with the following: planning all operational changes, managing critical and unexpected changes in your business lifecycle, and assisting to evolve the SITA solution(s) to your changing business. Furthermore, the CSM during monthly remote service performance review meetings, will demonstrate SITA service quality and compliance with contractual commitments through service performance analysis based on SITA standard reporting approach.



Proposal Scope

SITA is offering two (2) years extension of the Support and Maintenance for the currently deployed SITA Flex and SITA Information Display System (APV – AirportVision and FLIFO – Flight Data Feed) at GUC Airport, including SITA licenses and 3rd party licenses, as below:

- SITA Flex Licenses for 9 positions.
- SITA Information Display System.
- SITA Support & Maintenance.

Pricing

SITA is pleased to present a Monthly Recurring Charge (MRC) Price to be applied during the extended contract term.

Item	Price in USD
Monthly Recurring Charge (MRC)	\$ 4,086.00

Pricing Terms

- All invoices and payments shall be in US dollars.
- This proposal is assuming a 24-month contract term. Any change on the contract term will impact on the financials and price shall be reviewed.
- The charges and prices listed in this proposal do not include customs duties, value-added taxes, turnover tax, sales tax, and any other tax or duty levied by authorities (except for SITA's own net income-related taxes) in relation to the services. All such taxes and/or duties shall be the responsibility of Customer and will be charged separately and payable as per the terms of payment agreed between the parties in the services contract.
- This proposal and the prices herein are valid for the period set out in the proposal. If no period is set out, they are valid for a period of ninety (90) days from this date of this proposal. SITA reserves the right to modify the prices or withdraw the proposal after the ninety (90) day period.
- This proposal is based on SITA's current understanding of Customer's requirements. Any changes to Customer's requirements may result in changes to the whole solution and the related pricing. SITA will seek to carry out a full scope and definition of the requirements and this, together with the normal due diligence activities, would enable SITA to provide a firm price contract. While the proposed solution has been priced accurately and the pricing information detailed is valid, the provided pricing should be used for "indicative or budgetary purposes only" until such time as the due diligence scope and definition, as well as the services contract between SITA and Customer has been executed.
- This quotation is governed by the terms and conditions contained in the existing agreement between GUC Airport and SITA for the SITA solutions covered by this proposal.



Project Specific Assumptions

The assumptions below were considered for our pricing. Should these requirements change, SITA will provide the corresponding pricing adjustments.

Scope

- SITA shall be responsible to provide support and maintenance for all the equipment and software on the proposal scope.
- During the contract term, SITA will provide antivirus and software updates for the Flex Workstations.
- The service will be provided at GUC Airport.

Resources and Working Hours

- SITA must retain the right to allocate resources (and make changes to allocated staff), as it deems appropriate. This includes both internal SITA staff and subcontractors. Customer has the right to deny the participation of a particular staff member in the case of security issues, or to request a review of the allocated staff with respect to specific performance issues.

Maintenance & Support

- The SITA helpdesk will be the single point of contact for all maintenance and support issues.
- The resolution time and service levels described in this proposal are based on SITA's standard product service level availability targets, unless otherwise stated. Any variation may incur additional fees for the Customer.
- During the term, SITA will provide antivirus and software updates.

General

- Any airport-related charges, such as concession fees, security badges, licensing fees, or utilities, not already included will be charged to customer if incurred by SITA or its subcontractors.
- SITA is only responsible for delays caused directly by SITA or its subcontractors. Any delays caused by the customer may result in an increase in the contract price and a delay in the completion of the services.
- Where an existing structured wiring system will be utilized, it shall comply with the provisions of industry standards ANSI/EIA/TIA 568A pertaining to Category 5 Unshielded Twisted Pairs and Multi-mode 62.5/125 mm optical fiber cabling or better.
- Customer equipment rooms are in compliance with ANSI/EIA/TIA 569 as pertaining to equipment rooms.



Customer Responsibilities

Customer will be responsible for the following requirements at no cost to SITA:

- Provisioning and replacement of all consumables, including, but not limited to print heads, paper toner, paper stock, batteries, and cutters, or other supplies and or parts that are specifically designed to be used and discarded.
- Providing Internet Circuit.
- Providing dry, secure storage facilities for receiving, staging and storage of equipment, including provisions for adequate power and network connectivity.
- Providing secure on-site office space to house SITA's project team and on-going support staff. This will include heating and air-conditioning, stable power supply, local area network access, furniture, and janitorial services.
- Local area network (LAN) infrastructure, including active network components, Category 5 (or better) cabling, and termination, including any required patch leads or cabinets along with power and UPS. Also, all the electrical, power, data, data cabling, and connectivity needed for LAN, and end user CUTE workstations, and CUSS kiosks (when applicable). The network infrastructure must be Switched Ethernet.
- Expediting the security pass/vehicle parking pass process, including unescorted access (24x7) to secured areas as required for SITA and SITA's suppliers/subcontractors for the execution of the project.
- All permits and/or approvals associated with the implementation of SITA's proposed solution, where Customer is the facility tenant.

Exclusion

The services below are not included in the scope of this proposal. Price shall be revised should the customer require any additional service.

- Internet Connectivity.
- Power and data cabling provisioning.



SITA Legal Provisions

These are SITA's Legal Provisions. These provisions are the parameters used for our pricing. Should these parameters change, SITA will be pleased to provide the corresponding pricing adjustments.

Legal Notices

- The delivery of the products and services described in this proposal will be subject to a contract to be negotiated between the parties and this proposal only forms the basis for further discussion. For avoidance of doubt, until such contract is negotiated and agreed between the parties, SITA's submission of this proposal and any communication exchanged are made on the basis of "Subject to Contract" as set out in the section titled "Contract" below.
- The information provided in the proposal is confidential to SITA. SITA hereby gives you consent to use and make a reasonable number of copies of the proposal for the evaluation of the proposal only.
- In providing this proposal, SITA has relied upon information provided by Gunnison - Crested Butte Regional Airport. Accordingly, any change to the information provided, including your terms and conditions, or any omissions from it may result in changes to the proposal or to the pricing submitted as part of it.
- SITA's proposal is based on SITA's current understanding of the requirements as provided by Gunnison - Crested Butte Regional Airport. SITA will seek to carry out a full scope and definition of the requirements and this, together with the normal due diligence activities, would enable SITA to provide a firm price contract. While the proposed solution has been priced accurately and the pricing information detailed is valid, the pricing given should be used for "indicative or budgetary purposes only" until such time as the due diligence scope and definition, as well as formal contract negotiations have been completed.
- Please note that the pricing is submitted for the services for all the locations referenced in this document. SITA reserves the right to either withdraw or amend the proposal or any part of it, as well as the price, in the event of any increase or decrease in the number of locations or any change in the scope of the services provided at such locations.
- [Further, the pricing is submitted on the assumption that no employees are to be transferred from the incumbent supplier and/or Gunnison - Crested Butte Regional Airport to SITA in accordance with the EU Acquired Right Directive and its incorporation under any applicable national law. Should it become apparent that any employee(s) may so transfer, SITA reserves the rights to change its pricing in order to reflect the additional costs that might result from such transfer.] [Drafting note: remove this paragraph if not relevant]
- The charges and prices listed in this proposal do not include custom duties, value added taxes, turnover tax, sales tax, and any other tax or duty levied by authorities (except for SITA's own net income related taxes) in relation to the services. All such taxes and/or duties shall be the responsibility of Gunnison - Crested Butte Regional Airport and will be charged separately and payable as per the terms of payment agreed between the parties in the final negotiated contract. [Drafting note: If your proposed charges and prices include custom duties or taxes, please amend this paragraph accordingly]
- The charges and prices listed in this proposal may be subject to increase after the first year to account for inflation in the country where the services are being provided or where they originate. SITA's standard payment term is payment within 30 days from the date of SITA's invoice. Payment terms in excess of 30 days may result in revised charges and prices.



- All products, services, company names, trademarks, logos, devices, symbols or other similar items (whether registered or unregistered) that may be contained in or referred to in this proposal are herewith acknowledged as belonging to or licensed to the originator of such. No right, title or interest to such shall pass to any party as a result of this proposal.

Validity Statement

- This proposal and the prices herein are valid for the period set out in the proposal. If no period is set out, they are valid for a period of [ninety (90)] days from this date of this proposal. SITA reserves the right to modify the prices or withdraw the proposal after the [ninety (90)] day period.

Restrictions to trade, embargoes and regulatory issues

- The provision of the services under this proposal may be disrupted or prevented by various types of regulations enacted in reaction to the prevailing political environment or to regulated business sectors. These include trade embargoes, export restrictions and domestic regulations in various regions covering custom formalities or governing certain business sectors or industries such as, typically, the telecommunications industry.
- SITA draws to your attention the fact that certain services may be subject to such regulatory, legal or administrative hurdles, which are beyond the sphere of influence of SITA. In this respect, SITA may ask for your active contribution and support, which may be requested in order to obtain certain authorisations.

Privacy & Data Protection

- SITA is committed to the protection of the privacy of individuals in compliance with applicable laws. SITA's various privacy and data protection policies are available at the following links:
- SITA Services and Web Privacy Statement
- Australia Privacy Policy
- CCPA Privacy Statement
- Data Subject Rights

Contract

- This proposal is submitted with the understanding that the agreement reached between us will be subject to SITA's standard terms and conditions and to the deviations and comments referred to in any compliance matrix attached to this proposal. SITA may have received a copy of your standard terms and conditions, and whilst some of the provisions may be included in any future contract between the parties, other provisions may be rejected or require modification before they could be included in any such contract. SITA will be happy to discuss these with you during contract negotiations. Upon request, SITA will forward to you a copy of SITA's standard terms and provisions for your review. Please note, in particular, that similar to all suppliers in the industry and in line with industry standards, SITA will not accept any liability for consequential losses or indirect losses, and loss of data, revenue, profit or goodwill, whether direct or indirect. Any other direct liability will need to be limited in the aggregate to the annual value of the services provided by SITA.



General Commercial Terms

- SITA may have received a copy of your standard terms and conditions, and whilst some of the provisions will be included in any future contract between the parties, other provisions may require modification. SITA will be happy to discuss these with you during contract negotiations. Upon request, SITA will forward to you a copy of SITA's standard terms and conditions for your review.
- Customer will pay to SITA the charges in accordance with this Pricing Quotation. With effect from the first anniversary of the date of commencement of a Service, and with one-month's prior written notice to customer, SITA may increase the Charges relating to that Service once in each period of twelve (12) months in line with the percentage increase in the relevant CPI.
- Relevant CPI means, the published and generally accepted consumer price index (or equivalent) in the country where the relevant site is located, unless the charges are denominated in a currency other than the currency of the country where the site is located, in which case the relevant CPI shall be the generally accepted consumer price index (or equivalent) of the country/economy corresponding to the denominated currency.

All documentation provided by SITA will be in the English language.

Legal and Liability

- The delivery of the products and services described in this proposal will be subject to a contract to be negotiated between the parties and this proposal only forms the basis for further discussion.
- The information provided in the proposal is confidential to SITA and such information cannot be used or replicated for any purpose other than for the evaluation of this proposal.
- All products, services, company names, trademarks, logos, devices, symbols, or other similar items (whether registered or unregistered) that may be contained within or referred to in this proposal are herewith acknowledged as belonging to or licensed to the originator of such.
- SITA's will indemnify the customer for third party claims involving tangible property damage, bodily injury or death resulting from SITA's negligence or wilful misconduct. SITA will also indemnify the customer for any IP Infringement claims as a result of the customer's use of the services as advised by SITA.
- SITA's liability for all claims, damages, losses, and expenses resulting from personal injury or tangible property damage due to any negligent act, error, or omission will be limited to the aggregate value of the contract.
- SITA is not responsible and shall be held harmless for any and all, special, indirect, and consequential damages, losses, and expenses, including but not limited to loss of revenue, profit, or goodwill.
- Customer is liable for any damages to SITA's stored equipment due to theft, vandalism, flooding, or any incident that customer's secure storage facility could not protect.

Restrictions to Trade, Embargoes, and Regulatory Issues

- The provision of the services under this proposal may be disrupted or prevented by various types of regulations enacted in reaction to the prevailing political environment or to regulate business sectors. United States suppliers are fully subject to all embargoes and trade restrictions of the United States against certain organizations and countries, which currently include, but are not limited to countries such as Iran, and Libya.



Support Renewal Proposal
For Gunnison - Crested Butte Regional Airport

- SITA is subject to all the embargoes declared by the United Nations and may be subject to export restrictions of other sovereign states.
- Locally, the provision of services may be delayed or even prevented by local regulations governing custom declarations or governing certain business sectors or industries such as, typically, the telecommunications industry. Therefore, certain services may be subject to such regulatory, legal, or administrative hurdles, which are beyond the sphere of influence of SITA. However, SITA will use all reasonable efforts to obtain all licenses or specific authorizations and complete all custom clearances and formalities to provide the services. In this respect, SITA may ask for customer's active contribution and support, which may be requested in order to obtain certain authorizations.

SITA

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Cooperative Wildfire Protection; Dep

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: DFPC and Gunnison County Sheriff

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Coop agreement between DFPC and Gunnison Sheriff and Gunnison County

Fiscal Impact:

Submitted by: adam murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/13/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

AGREEMENT FOR COOPERATIVE WILDFIRE PROTECTION

Gunnison

This Agreement is made by and between _____, Colorado acting through its Board of County Commissioners and Adam W. Murdie, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is the lead state agency for wildland fire response and suppression.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

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3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the IROC or successor system(s), from which those resources can be ordered when needed. For resources to be entered into IROC they must be documented on a valid Colorado Resource Rate Form (CRRF). DFPC also administers and manages the IQS, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the IROC or successor system(s). IQS program management and user roles and responsibilities are detailed in the annual IQS Terms and Conditions.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing an Incident Commander to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

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12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the Sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the Sheriff.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities.

C. PURPOSE

The purpose of this agreement is to detail processes and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

D. DEFINITIONS

“Agency Administrator.” The managing officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

“Agency Representative.” An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency’s participation at the incident.

“Agreement.” This *Agreement for Cooperative Wildfire Protection*.

“Assumption of Fire Control Duty Agreement.” A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

“Colorado Cooperative Wildland Fire Management and Stafford Act Response.” Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire; also called “the Master Agreement”.

“Colorado Emergency Operations Line.” The Colorado Department of Public Safety’s point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number (303-279-8855) or successor fire notification and coordination process will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC

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personnel.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC personnel.

“County.” Gunnison County, Colorado acting through its Board of County Commissioners.

“County OP.” The *County Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants. The OP can be adopted for a multi-year cycle not to exceed the expiration date of the Master Agreement, but must be reviewed on an annual basis. The County OP documents how interagency cooperation is to be implemented within the County. The County OP shall be drafted by DFPC or designee in cooperation with the County, but substantially in the form of the current OP template..

“County Responsibility Fire.” A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

“Delegation of Authority.” A statement provided to the Incident Commander by the Agency Administrator(s) delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance..

“DFPC Battalion Chief.” DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

“DFPC Personnel.” DFPC representatives, in addition to the DFPC Battalion Chief; may include, but are not limited to the DFPC District Chiefs and DFPC Deputy District Chiefs.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and §

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24-33.5-1220, *et seq.*

“ESA.” Means Enhanced State Assistance. Funding and state resources provided by DFPC to local jurisdictions to encourage rapid initial attack actions where fire is unwanted, to reduce the size, duration, costs, and impacts of wildfires; defined in the Annual Wildfire Preparedness Plan Appendixes.

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“ICS.” The Incident Command System is a standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“IROC.” The Interagency Resource Ordering Capability chartered by the National Wildfire Coordinating Group. IROC is a nationwide, web-based application that aligns with interagency business needs for tracking all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

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“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“Sheriff.” The Sheriff of the county, or his or her designee.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for State-coordinated financial assistance.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildfire.” For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County OPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms

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of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties (or successor agreements).

The hierarchy of precedence for other agreements may be identified in the County OP.

G. AGREEMENT

Section 1. PLANNING

1.1 County OP. Prior to May 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly review the OP and, if updates are required, shall update, execute, and distribute a new OP. The DFPC Battalion Chief, or other designated DFPC personnel, shall arrange the date and location of the County OP meeting(s), and shall be the lead coordinator and facilitator of the County OP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County OP meeting(s). However, the Parties may revise the County OP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to review the County OP by the May 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 OP Extension. If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief, or other designated DFPC personnel, and the County Sheriff and written notice sent to all the OP Parties in the prior year's County OP.

1.3 Intergovernmental Agreement Concerning Local Fires. County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

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2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreements, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff will follow ICS and will ensure an Incident Commander is appointed to manage a County Responsibility Fire. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Incident Commander. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Incident Commander, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

2.3 Parties Mutual Responsibilities. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities. Eligible costs on a State Responsibility Fire are outlined in Exhibit A to this agreement.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether

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the Wildland Fire qualifies for Emergency Fire Fund assistance as outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any County Sheriff or designee to obligate the State for payment of any money without prior state approval.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

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- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.5 *Appeal of Determination of State Responsibility Fire.* Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 *County and Sheriff Responsibilities.* The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC personnel in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 *DFPC Responsibilities.* The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

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Section 5. **WILDFIRE PREVENTION**

5.1 *County Responsibilities.* Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County OP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County OP.

5.2 *DFPC Responsibilities.* The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County OP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

Section 6. **WILDFIRE DETECTION AND NOTIFICATION**

6.1 *Sheriff Responsibilities.* The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County OP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

6.2 *DFPC Responsibilities.* The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County OP.

Section 7. **INVESTIGATIONS**

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete;

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and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

Section 8. REPORTING

8.1 *All Parties Agree.* The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

8.2 *Sheriff Responsibilities.* The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 *DFPC Responsibilities.* The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may, upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

Section 10. BILLING AND PAYMENT

10.1 *General Provisions.* The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

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10.2 County Responsibility. It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

10.3 DFPC Responsibility. Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

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County: _____

Sheriff: 510 W Bidwell Ave
Gunnison Co
81230

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

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

11.7 Third Party Beneficiaries. Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

11.8 Waiver. A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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

11.10 Colorado Special Provisions. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3). These Special Provisions apply to all contracts except where noted in italics.

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

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

(b) GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the

Agreement for Cooperative Wildfire Protection

Page 15 of 19

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 Parties' 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.

(c) INDEPENDENT PARTY.

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

Similarly, State shall perform its duties hereunder as an independent Party and not as an employee of the County or Sheriff. Neither State nor any agent or employee of State shall be deemed to be an agent or employee of County or Sheriff. State shall not have authorization, express or implied, to bind the County or Sheriff to any agreement, liability or understanding, except as expressly set forth herein. **State and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County or Sheriff and neither the County nor Sheriff shall pay for or otherwise provide such coverage for State or any of its agents or employees. State shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The State is self-insured through Risk Management.**

(d) COMPLIANCE WITH LAW.

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

(e) CHOICE OF LAW, JURISDICTION, AND VENUE.

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

Agreement for Cooperative Wildfire Protection

Page 16 of 19

(f) PROHIBITED TERMS.

Any term included in this Agreement that requires a Party to indemnify or hold another Party harmless; requires a Party to agree to binding arbitration; limits a Party's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits a Party's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

(g) SOFTWARE PIRACY PROHIBITION.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

Agreement for Cooperative Wildfire Protection
Page 17 of 19

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Gunnison

COUNTY, COLORADO:

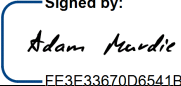
Board of County Commissioners:

By: _____
Chair, Authorized Officer

County Clerk:

By: _____
County Clerk

County Sheriff:

By:  **Signed by:** **Adam Hurdie** 11/13/2024 | 11:15:49 AM MST

EE3E33670D6541B
Sheriff

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Michael C. Morgan
DFPC Director

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

EXHIBIT A. Summary of Eligible Costs on State Responsibility Fires

I. PURPOSE

The purpose of this Exhibit is to establish the eligibility of reimbursable costs for the County and DFPC on State Responsibility Fires (SRF).

II. ELEVATION OF A COUNTY RESPONSIBILITY FIRE TO A STATE RESPONSIBILITY FIRE

- A. **Procedure for Obtaining (SRF) Assistance.** To obtain SRF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that State funds (may be Emergency Fire Funds (EFF), Disaster Emergency Funds (DEF), or other funding sources) are available, the County shall be eligible for SRF assistance when the DFPC Analysis threshold for SRF assistance has been met and the parties have entered into an Assumption of Fire Control Duty Agreement. Any disagreements between the parties regarding eligibility for SRF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.

III. ELIGIBILITY OF COSTS

The provisions of this subsection shall control the eligibility of costs for reimbursement from the DFPC during an SRF. Reimbursement or payment shall be limited to eligible costs incurred in containing and controlling a wildfire that is determined to be eligible for State Responsibility and are incurred during the designated State Responsibility Period. The designated State Responsibility Period is defined as the time after the State assumes fire control and financial responsibility for the fire from the County until DFPC returns full fire control and financial responsibility for the fire back to the County. During this Period, the DFPC will reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on SRF incidents within their jurisdiction.

For purposes of this Exhibit, "Host County" is defined as the County or Counties in which the SRF incident is occurring, and "County" includes the Sheriff.

A. Costs eligible for reimbursement or payment unless contrary to local agreements ("Eligible Costs")

- DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines.
- Host County permanent employees overtime pay including benefits.

Agreement for Cooperative Wildfire Protection

Page 19 of 19

- Host County temporary/seasonal employee regular and overtime pay including benefits.
- Host County equipment use and fuel.
- Host County owned or contracted and managed aircraft use and fuel.
- State of Colorado permanent employee project and overtime pay including benefits.
- State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- State of Colorado permanent and temporary/seasonal employee travel expenses.
- State of Colorado equipment use and fuel.
- State of Colorado owned or contracted and managed aircraft use and fuel.
- Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort, as supported by appropriate incident documentation.

B. Costs NOT eligible for reimbursement or payment

- Host County permanent employee regular/base salaries and benefits.
- Host County equipment repair and replacement due to normal wear and tear.
- Host County owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- State of Colorado permanent employee regular/base salaries and benefits.
- State of Colorado equipment repair and replacement due to normal wear and tear.
- State of Colorado owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- Costs covered by insurance.
- Host County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated State Responsibility Period.

C. Costs that the Division Director may determine to be reimbursable or payable as Eligible Costs on a case-by-case basis

- Damages to fire equipment resulting from a declared fire.
- Other costs not outlined in this Exhibit.

Certificate Of Completion

Envelope Id: DFA3D0E954E842A3ABE8B7A2E10BAB96

Status: Sent

Subject: Complete with Docusign: 2025 State County Coop Wildfire Protection Agreement

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Erin Claussen

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Lakewood, CO 80215

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Pool: CDPS Contracts and Grants

Location: DocuSign

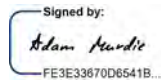
Signer Events

Adam Murdie

amurdie@gunnisoncounty.org

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

Signed by:



FE3E33670D6541B...

Signature Adoption: Pre-selected Style

Using IP Address: 204.132.78.253

Timestamp

Sent: 11/8/2024 11:52:30 AM

Viewed: 11/13/2024 11:13:17 AM

Signed: 11/13/2024 11:15:49 AM

Electronic Record and Signature Disclosure:

Accepted: 11/13/2024 11:13:17 AM

ID: a8edd64f-5fa1-415c-b88a-66b154824087

Jonathan Houck

jhouck@gunnisoncounty.org

Chair-Gunnison BOCC

Jonathan Houck Gunnison County

Security Level: Email, Account Authentication
(None)

Sent: 11/13/2024 11:15:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kathy Simillion

ksimillion@gunnisoncounty.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mike Morgan

mike.morgan@state.co.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/1/2022 9:14:28 AM

ID: 5df4fccf-4b07-40a1-976e-361b33d88019

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2024 11:52:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (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 CDPS Contracts and Grants:

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: sarah.white@state.co.us

To advise CDPS Contracts and Grants 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 sarah.white@state.co.us 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 CDPS Contracts and Grants

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 sarah.white@state.co.us 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 CDPS Contracts and Grants

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 sarah.white@state.co.us 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 CDPS Contracts and Grants 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 CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Local Affairs (DOLA) Energy/ Mineral

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DOLA EIAF Grant Application

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: CM Report

Agenda Date: 11/19/2024

From: [Cathie Pagano](#)
To: [Matthew Birnie](#)
Cc: [Holly Perry](#)
Subject: DOLA EIAF Grant on BOCC agenda
Date: Thursday, November 14, 2024 3:30:30 PM

Community Development requests BOCC authorization to submit DOLA EIAF Tier I grant application for the corridor plan. Staff may request up to \$200,000. Community Development has included \$150,000 in 2025 budget for this project and according to Town of Crested Butte, Community Development director Troy Russ, the Town has also allocated \$150,000 for this project. Total budget has yet to be determined but may be in \$400-\$550k range. Staff is currently developing a proposed scope of work and will be vetting it with the Towns, RTA, CB South POA, and other stakeholders prior to finalization or release of an RFP.

Cathie Pagano, AICP CEP
Gunnison County | Assistant County Manager for Community & Economic Development
221 N Wisconsin St. Suite D
Gunnison, CO 81230
Ph. 970-641-7985

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Discussion Abatement Hearings

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Two 2023 abatement hearings at 15 minutes each. 1. R003030 - Miller - LOTS 23 & 24, BLOCK 4, CRESTED BUTTE - 2023 Abatement petition - Assessor recommended value of \$4,017,210. 2. R071359 - Ionic Ren 6 - LOT 2. MARCELLINA CENTRE SUBDIVISION - 2023 Abatement

Fiscal Impact:

Submitted by: Alexandra Cohen

Submitter's Email Address: acohen@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/7/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/7/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 15

Agenda Date: 11/19/2024

2023 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	Harry A Miller IV
Account Number:	R003030
Parcel Number:	3255-031-25-011
Legal Description:	Lots 23 & 24, Block 4, Crested Butte
Current Value:	\$4,757,120
Recommended Value:	\$4,017,210

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: HARRY A MILLER IV
115 BAIRD AVE
DRIPPING SPRINGS, TX 78620

ACCOUNT #: R003030
PARCEL #: 3255-031-25-011
ECONOMIC AREA: 2



ACCOUNT NUMBER:

R003030	R041055	R044289	R041045	R031567
3255-031-25-011	3255-022-50-004	3255-031-06-005	3255-022-34-003	3177-344-01-012
215 Teocalli Ave	818 Elk Ave	507 Gothic Ave	821 Elk Ave	3 Ruths Rd
Town of Crested Butte	Town of Crested Butte	Town of Crested Butte	Town of Crested Butte	Town of Crested Butte
Lots 23 & 24, Block 4, Crested Butte	Tract 4, Block 68, Verzuh Ranch Annexation, Crested Butte	Lots 20 & 21, Block 12, Crested Butte	Tract 7, Block 69, Verzuh Ranch Annexation, Crested Butte	Lot 12, Kapushion Subdivision
6,250	6,000	6,250	6,000	7,788
Conventional	Conventional	Conventional	Conventional	Conventional
2006	2010	2007	2020	2001
Good Plus	Good Plus	Good Plus	Good Plus	Good
Good	Good	Very Good	Very Good	Good
2,511	2,344	2,134	3,014	2,638
0	0	860 Finished/272 Unf.	0	0
406	576	180	684	301
2,613	2,488	3,039	3,185	2,713

SALE DATE:
SALES PRICE:
TIME ADJUSTED SALES PRICE:
TASP PER EQUIVALENT SQ FT:
COMPARABILITY:

10/4/2021	9/9/2021	6/4/2021	5/18/2021
\$3,325,000	\$3,700,000	\$3,700,000	\$3,100,000
\$3,775,870	\$4,340,470	\$4,794,460	\$4,154,930
\$1,518	\$1,428	\$1,505	\$1,531
SIMILAR	SIMILAR	SIMILAR	INFERIOR

CURRENT VALUE: \$4,757,120

RECOMMENDED VALUE: \$4,017,210

VALUE PER EQUIVALENT SQ FT: \$1,537

Narrative

The subject property is a good quality, good condition residence located in the Town of Crested Butte. Originally built in 1993, it underwent an extensive remodel in 2016 and was rebuilt from the studs. The overall effective year built is 2006. Four example sales were selected from the full array of single family residence sales in the Town of Crested Butte. The first three are the same quality as the subject, while sale 4 is a slightly lower quality. Sales 1 and 4 are very close in size to the subject property, with sales 2 and 3 being somewhat larger. The subject property has a built-in garage, while sales 1, 3, and 4 have detached garages. Sale 2 does not have a garage. These and other single family residence sales in the Town of Crested Butte support a valuation of \$4,017,210.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received APR 19 2024
(Use Assessor's or Commissioner's Date Stamp)



Section I: Petitioner, please complete Section I only.

Date: March 14, 2024
Month Day Year

Petitioner's Name: HARRY A MILLER IV

Petitioner's Mailing Address: 115 BAIRD AVE

Dripping Springs, TX 78620

City or Town

State

Zip Code

***** PLEASE CONDUCT ALL CORRESPONDENCE THROUGH PETITIONER'S AGENT *****

SCHEDULE OR PARCEL NUMBER

PROPERTY ADDRESS

R003030

215 Teocalli Ave

Crested Butte CO 81224

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

Assessor's valuation is not supported by physical inspection(s) and/or actual knowledge, that if known by the Assessor, would have resulted in a lower valuation for the subject property. Please see attached valuation analysis and other supporting data.

Petitioner's estimate of value: \$3,300,000 (2023)
Value Year(s)

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

Petitioner's Signature

Daytime Phone Number ()

Will H. Ford

Agent

Daytime Phone Number (303) 757.2570 / fordidit@att.net

Agent's Signature*

c/o AVPros, LLC, 3199 S Pearl St, Englewood, CO 80113

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

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114 5(1), C.R.S.

Section II:

Assessor's Recommendation

(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original	\$4,757,120	\$315,040	\$21,603.24
Corrected	\$4,017,210	\$265,470	\$18,204.07
Abate/Refund	\$739,910	\$49,570	\$3,399.16

☒ Assessor recommends approval as outlined above.

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

Tax year: 2023 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

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

Alexandra

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/11

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section III:**Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

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

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

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

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

Petitioner's Signature _____ Date _____

Assessor's or Deputy Assessor's Signature _____ Date _____

Section IV:**Decision of the County Commissioners**

(Must be completed if Section III does not apply)

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

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (~~being present~~—not present) and

Petitioner _____ (~~being present~~—not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,

NOW BE IT RESOLVED that the Board (~~agrees~~—does not agree) with the recommendation of the Assessor, and that the petition be (~~approved~~—approved in part—denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____
Month Year

County Clerk's or Deputy County Clerk's Signature

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

Section V:**Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

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

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

Secretary's Signature

Property Tax Administrator's Signature

Date

15-DPT-AR No. 920-66/11

3/14/2024

PAGE 2

March 14, 2024

Assessor's Office Gunnison County
221 North Wisconsin St. Suite A
Gunnison, CO 81230

RE: 2019 assessment value property appeal for property whose address is **215 Teocalli Ave, Crested Butte CO 81224**, and PIN: **R003030**.

Gunnison County Assessor,

Description of the Subject and Application of the Sales Comparison Approach — The subject property is a 2,511 square foot above ground 3-story frame/stucco residence of good quality built in 1993 and substantially remodeled later which advanced its effective age to 2006, with no basement and an attached 406 square foot 2-car garage located on a 6,250 square foot landscaped lot in downtown Crested Butte. In accepting this assignment, it became apparent to me that the subject property was purchased by the current owner approximately seven months after the end of the 2023 tax assessment valuation base sale period. The purchase of the subject property closed on March 13, 2023 for a price of \$3,550,000, substantially lower than the Assessor's \$4,757,120 assessed value for 2023. The property was listed with a local real estate brokerage firm, so the transaction appears to be a market sale. Despite the sale occurring after the end of the base sale period, the relevance of that sale transaction should not be ignored in the process of determining its 2023 value for tax assessment purposes.

According to the records, the quality grade of the subject is good. Of the five sales used, three are of similar good quality grade, while the remaining two are of average quality, for which a positive adjustment was made. All of the sales used are 2-3-story residences, and have effective ages that range from 2004 to 2012, a reasonable match for the subject's 2006 effective age. Lot sizes for the five sales used ranged from 0.215 to 0.144 acres, a reasonable match for the subject's 0.144-acre site. Land adjustments to the sales used were made based on estimated land values contained in the public records, adjusted for estimated market value differences. The sales comparison grid with descriptions of the sales is attached to this report.

I looked at numerous sales, in the downtown Crested Butte area focusing on properties in close proximity to the subject, with similar square footage, stories, quality, age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$2,391,933 to \$3,797,725. Sales 2 and 4 are considered the best sales because of small net adjustment, and the fact that their indicated values bracket the subject's indicated value. Sales 1 and 3 are the next best sales because of the next smallest net adjustment and the fact their indicated values bracket the subject's indicated value. Sale 5 is helpful in setting a higher range of indicated value for the subject property. An annual TASP adjustment of +9.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range. It is interesting to note that the subject property sold 7 months after the end of the

base sale period on March 13, 2023 for a price of \$3,550,000. The subject's sale in 2023 appears to be a market sale.

Based on my analysis, I estimate the value of the subject property, for 2023 tax assessment purposes, as of June 30, 2022, to be \$3,300,000.

Additional information and illustrative material regarding my value estimate are contained in the attached Sales Comparison Grid.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in brown ink that reads "Mills H. Ford". The signature is fluid and cursive, with the first name "Mills" being the most prominent.

Mills H. Ford
Certified General Appraiser
Lic. # CG01316568

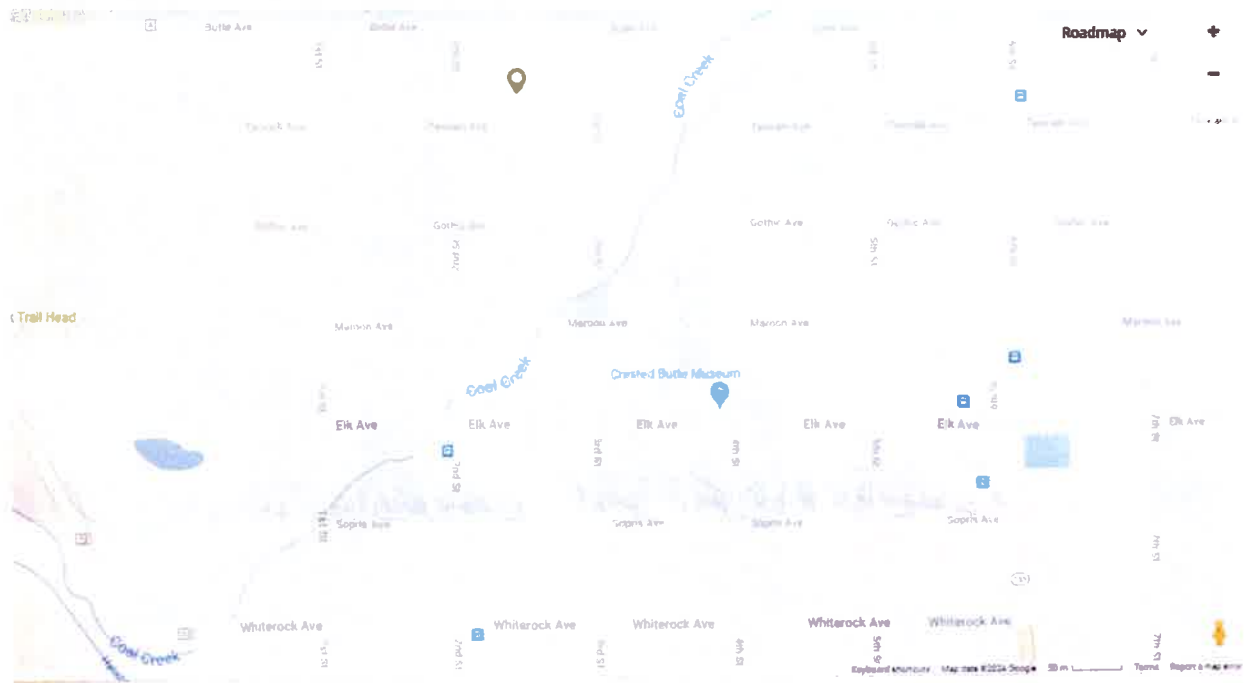
SUBJECT PROPERTY



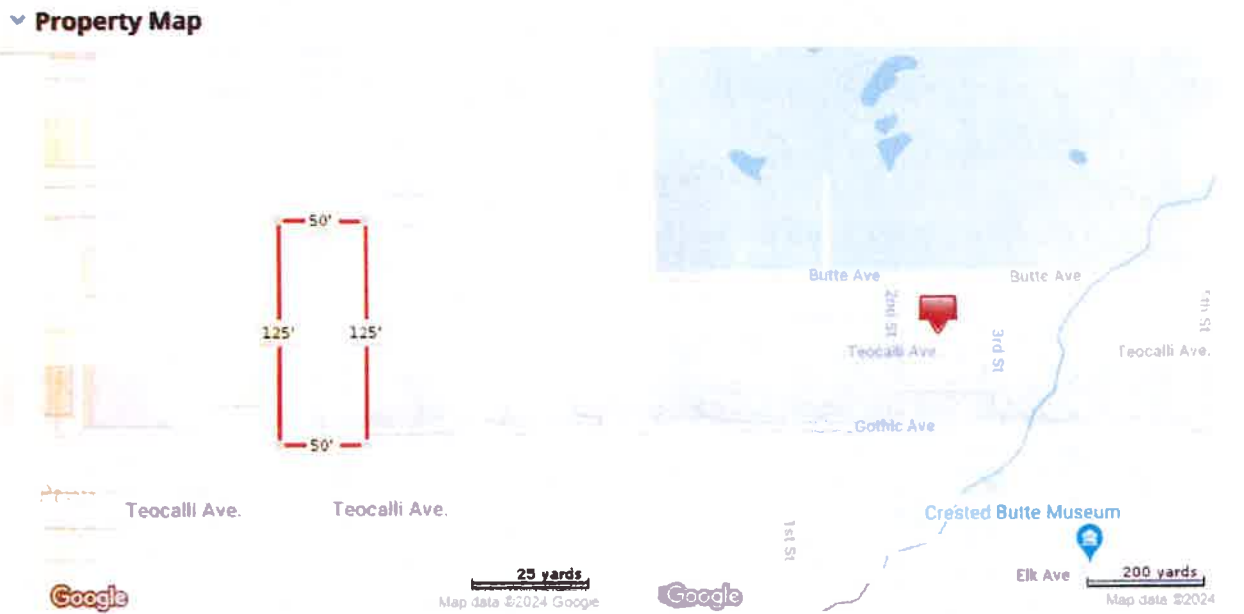
AERIAL PHOTO OF SUBJECT



SUBJECT LOT LOCATION MAP



SUBJECT LOT DETAILS



*Lot Dimensions are Estimated

X		3,678,013		2,391,933		3,268,051		3,368,700		3,797,725	
SUBJECT	Adj.	SALE 1	#1 ADJ.	SALE 2	#2 ADJ.	SALE 3	#3 ADJ.	SALE 4	#4 ADJ.	SALE 5	#5 ADJ.
MILLER		110		106		127		122		129	
R003030		R003106		R003086		R043384		R031583		R070748	
Crested Butte		Crested Butte		Crested Butte		Crested Butte		Kapushion Ad		Crested Butte	
216		221		220		401		219		404	
Teocalli Ave		Maroon Ave		Teocalli Ave		Gothic Ave		Butte Ave		Butte Ave	
Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte		Crested Butte	
Good		Good		Good		Good		Good		Good	
SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY		SINGLE FAMILY	
0.144		0.115		0.144		0.144		0.215		0.144	
\$502,590	100%	\$488,910	13.680	\$502,590		\$502,590		\$900,910	-398,320	\$577,980	-75.390
3		2		2		3		2		3	
Good	5%	Average	149.455	Good		Good		Average	138,296	Good	
400	400	300		400		400		300		400	
	\$45,000										
2,511		1,884	654,460	2,204	179,229	2,928	-353,524	2,923	-307,944	3,108	-575,598
2006	\$48										
1993	\$96										
	\$1.8	2008	-34,161	2004	27,287	2013	-186,946	2004	31,611	2012	-159,792
		1991		1973		2013		1999		2012	
4		3		5		4		4		3	
5		3		5		5		4		4	
	\$16,500										
Attached Garage		Attached Garage		Built-In		Garage		Detached Garage		Garage	
406	\$52	341	3,380		21,112	600	-10,088		21,112	528	-6,344
\$2,370,630		\$2,282,110		\$1,933,250		\$3,351,160		\$1,931,450		\$3,521,040	
\$502,590		\$488,910		\$502,590		\$502,590		\$900,910		\$577,980	
\$4,757,120		\$3,478,000		\$2,890,200		\$5,176,250		\$3,666,830		\$5,238,570	
3/13/23		12/1/20		6/15/20		3/4/22		12/29/21		8/18/21	
\$3,550,000		\$2,500,000		\$1,800,000		\$3,700,000		\$3,700,000		\$4,250,000	
				ADJUSTABLE		FIXED RATE					
Realist		Realist		Realist		Realist		Realist		Realist	
6/30/22	9.78%	6/30/22		6/30/22		6/30/22		6/30/22		6/30/22	
	0.8150%	15.6480%		20.2392%		3.2057%		4.9715%		8.5847%	
			2,891,200		\$2,164,305		\$3,818,610		\$3,883,946		\$4,614,848
		1,046		321		39		356		283	
	\$1.25		1,043.80		583.81		847.78		747.44		964.15
			786.813		227,628		-550,559		-515,245		-817,124
			1,952.24		1,085.27		1,116.14		1,152.48		1,221.92
			3,678,013		2,391,933		3,268,051		3,368,700		3,797,725
\$4,757,120											
MEAN		\$3,300,885									
MEDIAN		\$3,368,700									
6/30/22		\$3,300,000									
\$ p/SF	\$1,314.22										
REMARKS: I looked at numerous sales in the downtown Crested Butte area focusing on properties in close proximity to the subject, with similar square footage, stories, quality, age, utility, lot sizes, basement size, basement finish, and garage situation. The indicated value range for the subject is \$2,391,933 to \$3,797,725. Sales 2 and 4 are considered the best sales because of small net adjustment, and the fact that their indicated values bracket the subject's indicated value. Sales 1 and 3 are the next best sales because of the next smallest net adjustment and the fact their indicated values bracket the subject's indicated value. Sale 5 is helpful in setting a higher range of indicated value for the subject property. An annual TASP adjustment of +9.78% was used based on local economic indices and linear regression analysis of property sales in the subject's area and price range. It is interesting to note that the subject property sold 7 months after the end of the base sale period on March 13, 2023 for a price of \$3,550,000. The subject's sale appears to be a market sale.											

PHOTOS OF SUBJECT AND COMPARABLE SALES



SUBJECT
 215 Teocalli Ave
 Above Gr SF 2,511
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price
 Sale Date



SALE 1
 221 Maroon Ave
 Above Gr SF 1,884
 Basement
 Fin Bsmnt
 Lot Size Ac 0.115
 Sale Price \$2,500,000
 Sale Date 12/1/20



SALE 2
 220 Teocalli Ave
 Above Gr SF 2,204
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$1,800,000
 Sale Date 6/15/20



SALE 3
 401 Gothic Ave
 Above Gr SF 2,928
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$3,700,000
 Sale Date 3/4/22



SALE 4
 219 Butte Ave
 Above Gr SF 2,923
 Basement
 Fin Bsmnt
 Lot Size Ac 0.215
 Sale Price \$3,700,000
 Sale Date 12/29/21



SALE 5
 404 Butte Ave
 Above Gr SF 3,108
 Basement
 Fin Bsmnt
 Lot Size Ac 0.144
 Sale Price \$4,250,000
 Sale Date 8/18/21

June 13, 2023

Mills Ford
AVPros, LLC
3199 South Pearl Street
Englewood, Colorado 80113

RE: Filing a protest and/or abatement appeal with regard to the **2023** assessed value with the County Assessor in the county where my properties are located for my property known as: **215 Teocalli Ave, Crested Butte CO 81224**, legally titled in the name of **HARRY A MILLER IV** with Parcel Identification Number: **PTN(s): R003030**.

Dear Mr. Ford,

I/we hereby appoint AVPros, LLC to act as my/our agent to present appraisal data and make arguments to the County Assessor's office in the county where my property is located in an effort to reduce the **2023** valuation for assessment purposes on my property described above, and further, if necessary, to act on my/our behalf with regard to filing a protest/appeal to the second-round venue, the County Board of Equalization or Board of County Commissioners.

Thanks for your efforts in this matter.

Yours truly,

By Harry A Miller IV July 21, 2023
Signature Date

Name: HARRY A MILLER IV (Print)

[NOTE: If Owner is an LLC, corporation, or other entity, then REPLACE the Owner's signature block above with the following signature block]

Entity Name: _____

By: _____ Date

Name: _____
(Print)

Title: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Antelope Hills Sewer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER
SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY
WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-35

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is the line size from the main to the structure.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$	167.09	per quarter			
COMMERCIAL	\$	167.09	per quarter	X	factor	X # of factor units
VACANT LOT	\$	55.26	per quarter			
ADD'L INSPECTION FEE			Based on work performed			

APPENDIX B

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

STANDARD FEE

WATER SUPPLY SIZE	PAYING AVAILABILITY	NOT PAYING AVAILABILITY	AFFORDABLE/ WORKFORCE* FEE
3/4"	\$8,000	\$13,000	\$5,000
1"	\$14,400	\$19,400	\$9,000
1 1/2"	\$32,000	\$37,000	\$20,000
2"	\$56,000	\$61,000	\$35,000
3"	\$112,000	\$117,000	\$70,000
4"	\$192,000	\$197,000	\$120,000
6"	\$384,000	\$389,000	\$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Antelope Hills Wafer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-__**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER
SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY
WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-36

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must maintain the water lines and treatment facilities that supply the Antelope Hills HOA Distribution System; managed by others per Colorado Department of Health and Environment regulations; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the water distribution lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto.

5. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

6. Minimum Charges. Antelope Hills HOA shall pay the minimum rate for four quarters per year regardless of the number of connected properties.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

9. Repair Responsibility. The County is responsible for costs associated with leaks and repairs on the bulk water supply line.

10. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER**

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
RESIDENTIAL	\$ 184.15 per quarter	18,000	\$ 10.23 / 1,000 gal. to 36,000 gal.
AVAILABILITY OF SERVICE	\$ 33.00 per quarter		
ADD'L INSPECTION FEE	Based on work performed		

APPENDIX B

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE**

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE WORKFORCE FEE</u>
¾"	\$ 6,000.00	\$ 1,680.00
1"	\$ 8,000.00	\$ 2,240.00
1 ½"	\$ 11,000.00	\$ 3,080.00
2"	\$ 14,000.00	\$ 3,920.00
3"	\$ 21,000.00	\$ 5,880.00
4"	\$ 28,000.00	\$ 7,840.00
6"	\$ 41,000.00	\$ 11,480.00

NOTE: Fees are based on water meter
size.

* Deed restricted housing unit.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Dos Rios Sewer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER
SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND
SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-34

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the main to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES – SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$	184.18	per quarter			
COMMERCIAL	\$	184.18	per quarter	X	factor	X # of factor units
VACANT LOT	\$	63.13	per quarter			
ADD'L INSPECTION FEE			Based on work performed			

APPENDIX B

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

STANDARD FEE

WATER SUPPLY SIZE	PAYING AVAILABILITY	NOT PAYING AVAILABILITY	AFFORDABLE/ WORKFORCE* FEE
3/4"	\$8,000	\$13,000	\$5,000
1"	\$14,400	\$19,400	\$9,000
1 1/2"	\$32,000	\$37,000	\$20,000
2"	\$56,000	\$61,000	\$35,000
3"	\$112,000	\$117,000	\$70,000
4"	\$192,000	\$197,000	\$120,000
6"	\$384,000	\$389,000	\$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Dos Rios Water Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-37

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the

product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, submit a written complaint to the District, and it is decided by the District that the complaint is warranted, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County

Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER**

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
RESIDENTIAL	\$ 131.55 per quarter	18,000	\$ 7.32 / 1,000 gal. to 36,000 gal.
COMMERCIAL	See Appendix C	See Appendix C	\$ 7.40 / 1,000 gal. over base gal.
AVAILABILITY OF SERVICE	\$ 55.15 per quarter		
ADD'L INSPECTION FEE	Based on work performed		

APPENDIX B

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE**

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 6,000.00	\$ 1,680.00
1"	\$ 8,000.00	\$ 2,240.00
1 1/2"	\$ 11,000.00	\$ 3,080.00
2"	\$ 14,000.00	\$ 3,920.00
3"	\$ 21,000.00	\$ 5,880.00
4"	\$ 28,000.00	\$ 7,840.00
6"	\$ 41,000.00	\$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

APPENDIX C

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
Office	1.0000	Office
Veterinary Clinic	1.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity
Concrete Plant	13.0000	Concrete Plant

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

North Gunnison Sewer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER
SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY
WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-33

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

GUNNISON COUNTY, COLORADO NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER

QTRLY BASE RATE

RESIDENTIAL-PHASE I	\$	246.39	per quarter				
*Original users adjacent to the City of Gunnison system							
RESIDENTIAL-PHASE II	\$	360.21	per quarter				
*All users for which the system was extended during USDA/DOLA/CWPA construction							
COMMERCIAL	\$	360.21	per quarter	X	factor	X	# of factor units
VACANT LOT	\$	221.27	per quarter				
ADD'L INSPECTION FEE			Based on work performed				

APPENDIX B

GUNNISON COUNTY, COLORADO NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE		AFFORDABLE/ WORKFORCE*
	PAYING AVAILABILITY	NOT PAYING AVAILABILITY	
¾"	\$8,000	\$13,000	\$5,000
1"	\$14,400	\$19,400	\$9,000
1 ½"	\$32,000	\$37,000	\$20,000
2"	\$56,000	\$61,000	\$35,000
3"	\$112,000	\$117,000	\$70,000
4"	\$192,000	\$197,000	\$120,000
6"	\$384,000	\$389,000	\$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

GUNNISON COUNTY, COLORADO NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT SCHEDULE OF FACTORS

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Mobile Home in Centrally Owned Park	0.7500	Mobile Home
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Small Office	0.5000	Office
Large Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Church	1.0000	Church
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Somerset Sewer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER
SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER
AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-32

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the collection lines and sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade the treatment system within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Availability Sewer Fee. An availability sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The availability sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, an additional inspection fee will be charged.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$ 310.37	per quarter
VACANT LOT	\$ 102.42	per quarter
ADD'L INSPECTION FEE		Based on work performed

APPENDIX B

**GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 8,000.00	\$ 5,000.00
1"	\$ 14,400.00	\$ 9,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Schedule of Fees and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Tomichi Sewer Fees 2025

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/15/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/15/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 11/19/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 24-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY
WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 23-31

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the lift station and force main within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. 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 the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

4. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

5. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>
¾"	\$ 8,000.00
1"	\$ 14,400.00
1 ½"	\$ 32,000.00
2"	\$ 56,000.00
3"	\$ 112,000.00
4"	\$ 192,000.00
6"	\$ 384,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Stipulation and Agreement Between Applicants and O

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Approval of Stipulation and Agreement and Proposed Decree in Application for Mt. Emmons Mining Co., 21CW3021.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/7/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/7/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/7/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 11/19/2024

District Court, Water Division 4 Montrose County Courthouse 1200 N. Grand Avenue, Bin A Montrose, CO 81401-3146 (970) 252-4351 CONCERNING THE APPLICATION FOR WATER RIGHTS OF: MT. EMMONS MINING COMPANY The Gunnison River or its Tributaries In Gunnison County, Colorado <u>Attorneys for Applicant Mt. Emmons Mining Company:</u> Brian M. Nazarenus, #16984 Sheela S. Stack, #32768 Nazarenus Stack & Wombacher LLC 5299 DTC Blvd., Suite 610 Greenwood Village, Colorado 80111 Telephone: (720) 647-5661 E-mail: bnazarenus@nswlaw.com sstack@nswlaw.com	▲COURT USE ONLY▲ Case Number: 21CW3021 Division Courtroom
STIPULATION AND AGREEMENT BETWEEN APPLICANT AND OPPOSERS	

Mt. Emmons Mining Company (“Applicant” or “MEMC”) and Opposers Town of Crested Butte (“Town”), Gunnison County (“County”), High Country Conservation Advocates (“HCCA”), Western Resource Advocates (“WRA”), United States of America (“USA”), and Coal Creek Watershed Coalition (“CCWC”) (collectively, “Opposers”) (Applicant and Opposers referred to as the “Parties”), through their respective attorneys, for and in consideration of the mutual promises and covenants below, stipulate and agree as follows:

1. The Opposers consent to the entry of a decree in the form of the proposed decree attached hereto as **Exhibit A**, dated November 7, 2024, or any subsequent proposed decree, so long as the decree finally entered by the Court in this matter contains terms and conditions that are no less restrictive on Applicant and no less protective of Opposers than **Exhibit A**.
2. Applicant agrees that the Elk Creek Reservoir Storage Right continued in an amount not exceeding 100 acre-feet, conditional, is subject to the following conditions and limitations:

a. The Elk Creek Reservoir Storage right shall not be used for any uses other than mine reclamation and water quality remediation. The Parties agree and understand that any water stored under the Elk Creek Reservoir Storage Right will not be used directly for reclamation and remediation at the Mount Emmons Mine (as such site is referred to in Case No. 96CW311), but rather may be used for “replacement” or augmentation use to replace out of priority depletions to Coal Creek associated with reclamation and water quality remediation activities at the Mount Emmons Mine, which depletions are associated with the water treatment plant, ponds, dust suppression, the transportation of tailings, evaporation replacement, fire suppression, domestic, lawn and park irrigation, and other reclamation and water treatment activities at the Mount Emmons Mine.

b. The Applicant agrees that the Elk Creek Reservoir Storage Right shall not be used directly or indirectly (e.g., augmentation) for any purposes associated with active mining and milling, such as, mining, drilling, grinding and processing of ore or other minerals.

c. The Applicant agrees that use of the Elk Creek Reservoir Storage Right benefits only the Mount Emmons Mine.

d. Any Final Decree shall prohibit the Elk Creek Reservoir continued conditional portion, or any portion made absolute in future cases, from being changed to any other use other than reclamation and water quality remediation at the Mount Emmons Mine in any future water rights proceeding by any water rights applicant.

3. Applicant, on behalf of itself and any successors, transferees and assigns, agrees to not construct Elk Creek Reservoir, so long as the Town provides Applicant with water from the Town's Lake Irwin water rights for augmentation to replace out-of-priority depletions associated with reclamation and water quality remediation activities at the Mount Emmons Mine. The agreement not to construct the Elk Creek Reservoir is further subject to the following conditions and limitations:

a. The Town shall provide to MEMC the Town’s Lake Irwin (a/k/a Lake Brennand Reservoir) storage water in proper time, location, and amount for purposes of augmentation and replacement to cover out of priority depletions associated with reclamation and water quality remediation activities at the Mount Emmons molybdenum property, in the annual amount of up to 14 acre feet.¹

b. MEMC agrees to utilize the Town’s Lake Irwin water as the primary source of replacement water for its augmentation needs. The Elk Creek Reservoir Storage Right is the secondary replacement source and shall only be used in the event the Town fails to deliver Lake

¹ The augmentation requirement of 14 acre-feet is based on Applicant engineer’s determination of a potential of 13.44 (rounded up) future annual water requirements at the MEMC property site and assumed year round out of priority depletions.

Irwin storage water for MEMC's augmentation needs, or the Town and MEMC mutually agree otherwise.

c. The Town and MEMC's understanding and agreement related to MEMC's construction of Elk Creek Reservoir and use of the Town's Lake Irwin storage water is set forth in the Lease Agreement substantially in the form of **Exhibit B**. The Lease Agreement shall be fully executed before entry of any final decree in Case No. 21CW3021. To the extent a Lease Agreement is not consummated between the Town and MEMC for any reason, or to the extent any such consummated Lease Agreement is subsequently terminated or rendered void, and MEMC will pursue construction of Elk Creek Reservoir, unless another alternative is developed, and thus this paragraph 3 is terminated and rendered void. In such event, no other paragraph in this Stipulation and Agreement shall be affected.

4. The Parties acknowledge that MEMC will file an application for approval of a plan for augmentation in the near future to augment out-of-priority depletions associated with reclamation and water quality remediation activities at the Mount Emmons Mine. The Opposers reserve the right to participate in the water court proceeding for the limited purpose of addressing issues or details of the augmentation plan not otherwise addressed within the decree or this Stipulation. Opposers agree to engage in good faith efforts to resolve any concerns with the augmentation application to facilitate approval of such application.

5. Nothing in this Stipulation and Agreement shall be construed as Town, County, State, and/or USA approval, waiver, estoppel or acquiescence to any land use applications, requests, easements, rights of way, permits or requirements needed by MEMC for any existing or future land use, construction or operations at the Mount Emmons Mine or Elk Creek Reservoir.

6. Opposers shall remain on the service list in this case and shall receive a copy of any proposed ruling or decree tendered by Applicant to the Water Court. Opposers shall have an opportunity to review any such proposed ruling or decree.

7. This Stipulation and Agreement ("Stipulation") binds and benefits the Parties, and their heirs, executors, administrators, successors, transferees and assigns; and runs with and binds the water rights which are the subject of this case.

8. The Parties shall each bear their own costs and fees associated with their appearances in this case.

9. This Stipulation is enforceable by the Parties as either an agreement or as an order of the Water Court.

10. Applicant will file a motion to seek the Water Court's approval and adoption of this Stipulation as an order of the Water Court, and Opposers consent to this.

Respectfully submitted this ____ day of _____, 2024.

NAZARENUS STACK & WOMBACHER LLC

PATRICK, MILLER & NOTO, P.C.

By: _____
Brian M. Nazarenus, #16984
Sheela S. Stack, #32768

By: _____
Scott C. Miller, #26181

Attorneys for Applicant Mt. Emmons Mining Company

Attorneys for Opposer Town of Crested Butte

WESTERN RESOURCE ADVOCATES

COAL CREEK WATERSHED COALITION

By: _____
John J. Cyran, #23144
Bart Miller, #27911

By: _____
Ashley Bembenek

Attorneys for Opposers High Country Conservation Advocates and Western Resource Advocates

Representative of Opposer Coal Creek Watershed Coalition

OFFICE OF THE GUNNISON COUNTY ATTORNEY

TODD KIM,
Acting Assistant Attorney General

By: _____
Matthew R. Hoyt, #51792
Alex San Filippo-Rosser, #43874

By: _____ for
David W. Gehlert, #21852
U.S. Department of Justice

Attorneys for Opposer Gunnison County

Attorneys for Opposer United States of America

CERTIFICATE OF SERVICE

(Case No. 21CW3021, Water Division 4)

The undersigned certifies that on this ____ day of _____, a true and correct copy of the foregoing was served via CCE on the following:

Party Name	Party Type	Attorney Name
BOCC of Gunnison County Colorado	Opposer	ALEX SAN FILIPPO-ROSSER (Gunnison County Attorney) MATTHEW RHODES HOYT (Gunnison County Attorney)
Coal Creek Watershed Coalition	Opposer	N/A
Division 4 Engineer	Division Engineer	DIVISION 4 WATER ENGINEER (State of Colorado DWR Division 4)
High Country Conservation Advocates	Opposer	JOHN JOSEPH CYRAN (Western Resource Advocates)
State Engineer	State Engineer	COLORADO DIVISION OF WATER RESOURCES (State of Colorado - Division of Water Resources)
Town of Crested Butte	Opposer	LISA ANNE CLAXTON (Patrick Miller and Noto PC) SCOTT C MILLER (Patrick Miller and Noto PC)
United States	Opposer	DAVID WILLIAM GEHLERT (US Department of Justice ENRD)
Western Resource Advocates	Opposer	JOHN JOSEPH CYRAN (Western Resource Advocates)

***This document was e-filed pursuant to
C.R.C.P. Rule 121. A duly signed original
of this document is on file at the law firm
of NAZARENUS STACK &
WOMBACHER LLC.***

DISTRICT COURT, WATER DIVISION 4, STATE OF COLORADO Montrose County Justice Center 1200 N. Grande Ave., Bin A Montrose, Colorado 81401-3146 Telephone: (970) 252-4336	CRE 408 Settlement Document DRAFT: November 7, 2024 ▲ COURT USE ONLY ▲ Case No. 21CW3021 (08CW81, 96CW311)
CONCERNING THE APPLICATION FOR MT. EMMONS MINING COMPANY, a Delaware corporation and a subsidiary of Freeport McMoRan, Inc., IN GUNNISON COUNTY	
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND DECREE OF THE WATER COURT	

This matter comes before the Court for consideration upon the Application of Mt. Emmons Mining Company for a finding of reasonable diligence for conditional water rights.

All matters contained in the Application have been reviewed, all pleadings and motions have been considered, and all necessary evidence has been taken. Being otherwise fully advised of the premises, the Court hereby enters the following Findings of Fact, Conclusions of Law, Ruling of the Referee, and Decree of the Water Court.

FINDINGS OF FACT

Based upon a preponderance of the evidence, the Court finds the following:

1. Name, Address, and Telephone Number of Applicant

Mt. Emmons Mining Company
c/o Francis McAllister, V.P. Liability Management and Land & Water
Freeport McMoRan
333 North Central Avenue
Phoenix, AZ 85004
Telephone: (602) 366-8100

2. The Application. The Application was filed with this Court on April 30, 2021, and was published in the April 2021 Water Division 4 Resume, pursuant to section 37-92-302(3)(a) of the Colorado Revised Statutes.

2.1. Slate River Direct Flow Right. The decrees entered in Case Nos. 96CW311 and 08CW81 granted and continued as conditional the Slate River Direct Flow Right in the amount of 30 c.f.s. The Applicant re-evaluated the flow rate decreed for this water right and determined that only 20 c.f.s. of the water right was necessary for Applicant's continued beneficial use. Therefore, this Application sought to continue as conditional 20 c.f.s of the Slate River Direct Flow Right. Since filing the Application, the Applicant has determined that it has no need for the Slate River Direct Flow Right. Therefore, the Applicant withdraws its claim to continue the Slate River Direct Flow Right as conditional.

3. Summary of Consultation of the Division Engineer. On July 27, 2021, the Division Engineer for Water Division 1 filed his Summary of Consultation concerning the Application. All comments by the Division Engineer have been addressed by this Decree.

4. No Designated Groundwater. The land and water rights involved herein are not included within the boundaries of any designated groundwater basin.

5. Notice and Jurisdiction. Timely and adequate notice of the Application was published, as required by law, and the Court has jurisdiction over the subject matter of this proceeding and over all persons and water rights affected thereby, whether they have appeared or not. The time for filing statements of opposition has expired.

6. Statements of Opposition. Timely Statements of Opposition to the Application in this matter were filed by: Coal Creek Watershed Coalition, Gunnison County, High Country Conservation Advocates, Western Resource Advocates, the Town of Crested Butte, and the United States of America.

7. Stipulations and Withdrawals. The following parties have withdrawn their Statements of Opposition or entered into a Stipulation with Applicant on the basis that those parties will not further oppose entry of a decree herein, provided such decree is consistent with the requirements of the stipulations and said stipulations have been approved by the Court by separate orders that shall bind the parties to each said stipulation:

7.1. Coal Creek Watershed Coalition, Stipulation approved on _____

7.2. Gunnison County, Stipulation approved on _____

7.3. High Country Conservation Advocates and Western Resource Advocates, Stipulation approved on _____

7.4. The Town of Crested Butte, Stipulation approved on _____

7.5. The United States of America, Stipulation approved on _____

8. Original Decree. The original decree was entered by the Water Court, Water Division 4, on July 25, 2002, in Case No. 96CW311 (“96CW311 Decree”).

9. Subsequent Diligence Case. On April 16, 2015, the Water Court for Water Division 4 continued the conditional water rights as conditional in Case No. 08CW81 (“08CW81 Decree”).

10. Consent to Abandon and Cancel Conditional Water Rights. The decrees entered in Case Nos. 96CW311 and 08CW81 granted and continued as conditional the water rights described in this paragraph. This Application sought to continue those water rights as conditional. Since filing the Application, the Applicant has determined that it has no need for the water rights in this paragraph; and therefore, abandons and cancels the following conditional water rights:

10.1. Carbon Creek Direct Flow Right

10.1.1. Name of Structure: Carbon Creek Intake.

10.1.2. Legal Description of Structure: The Carbon Creek Intake will divert at a point on Carbon Creek from which the Southwest corner of Section 28, Township 14 South, Range 86 West of the 6th P.M., bears South 51° 56’ 38” West, a distance of 3,617.89 feet, in Gunnison County, Colorado.

10.1.3. Source of Water: Carbon Creek, a tributary of Ohio River.

10.1.4. Appropriation Date: November 11, 1996.

10.1.5. Amount: 10 cfs, conditional.

10.1.6. Use of Water: Use and reuse for all industrial purposes associated with mining and milling molybdenum at the Mount Emmons molybdenum property, including without limitation: mining, grinding, and processing of ore; transportation of tailings; evaporation replacement; cooling and dust suppression; fire suppression; and domestic use and lawn and park irrigation at mine and mill facilities.

10.2. Carbon Creek Reservoir Storage Right

10.2.1. Name of Structure: Carbon Creek Reservoir.

10.2.2. Legal Description of Structure: Carbon Creek Reservoir will be an on-stream reservoir located on Carbon Creek. The location of the dam will be a point on the South abutment of the dam axis from which the Southwest corner of Section 28, Township 14 South, Range 86 West of the 6th P.M., bears South 54° West, a distance of 3,300 feet, in Gunnison County, Colorado. Total capacity of Carbon Creek Reservoir will be 1,000 acre-feet. The dam will be approximately 115 feet high. The anticipated length of the dam will be 990 feet.

10.2.3. Source of Water: Carbon Creek, a tributary of the Ohio River; and the Slate River, a tributary of the East River.

10.2.4. Appropriation Date: November 11, 1996.

10.2.5. Amount: 1,000 acre-feet, conditional.

10.2.6. Use of Water: Use and reuse for all industrial purposes associated with mining and milling molybdenum at the Mount Emmons molybdenum property, including without limitation: mining, grinding, and processing of ore; transportation of tailings; evaporation replacement; cooling and dust suppression; fire suppression; and domestic use and lawn and park irrigation at mine and mill facilities.

10.3. Mill Water Reservoir Storage Right

10.3.1. Name of Structure: Mill Water Reservoir.

10.3.2. Legal Description of Structure: Mill Water Reservoir will be an on-stream reservoir located on an unnamed tributary of Ohio Creek. The location of the dam will be a point on the South abutment of the dam axis from which the Southwest corner of Section 19, Township 14 South, Range 86 West of the 6th P.M., bears South 81° East, a distance of 3,856 feet, in Gunnison County, Colorado. The total capacity of Mill Water Reservoir will be 1,000 acre-feet. The dam will be approximately 185 feet high. The anticipated length of the dam will be 710 feet.

10.3.3. Source of Water: An unnamed tributary of Ohio Creek, and the Slate River, a tributary of the East River.

10.3.4. Appropriation Date: November 11, 1996.

10.3.5. Amount: 1,000 acre-feet, conditional.

10.3.6. Use of Water: Use and reuse for all industrial purposes associated with mining and milling molybdenum at the Mount Emmons molybdenum property, including without limitation: mining, grinding, and processing of ore; transportation of tailings; evaporation replacement; cooling and dust suppression; fire suppression; and domestic use and lawn and park irrigation at mine and mill facilities.

10.4. Elk Creek Reservoir Storage Right

10.4.1. Name of Structure: Elk Creek Reservoir.

10.4.2. Legal Description of Structure: Elk Creek Reservoir will be an on-stream reservoir located on Elk Creek. The location of the dam will be a point on the north abutment of the dam axis from which the Southwest corner of Section 6, Township 14 South, Range 86 West of the 6th P.M., bears South 77° East, a distance of 2,720 feet, in Gunnison County, Colorado. The total capacity of Elk Creek Reservoir will be 1,600 acre-feet; provided, however, that the volume of water diverted into storage in Elk Creek Reservoir from the natural flow of Elk Creek is limited to a maximum of 1,000 acre-feet. The dam will be approximately 220 feet high. The anticipated length of the dam will be 960 feet.

10.4.3. Source of Water: Elk Creek, a tributary of Coal Creek; Carbon Creek, a tributary of Ohio Creek; and the Slate River, a tributary of the East River.

10.4.4. Appropriation Date: November 11, 1996.

10.4.5. Amount: 900 acre-feet, conditional.

10.4.6. Use of Water: Use and reuse for all industrial purposes associated with mining and milling molybdenum at the Mount Emmons molybdenum property, including without limitation: the mining, grinding, and processing of ore; the transportation of tailings; evaporation replacement; cooling and dust suppression; fire suppression; and domestic use and lawn and park irrigation at mine and mill facilities.

11. Conditional Water Right Continued by this Decree

11.1. Elk Creek Reservoir Storage Right

11.1.1. Name of Structure: Elk Creek Reservoir.

11.1.2. Legal Description of Structure: Elk Creek Reservoir will be an on-stream reservoir located on Elk Creek. The location of the dam will be a point on the north abutment of the dam axis from which the Southwest corner of Section 6, Township 14 South, Range 86 West of the 6th P.M., bears South 77° East, a distance of 2,720 feet, in Gunnison County, Colorado.

11.1.3. Source of Water: Elk Creek, a tributary of Coal Creek; a tributary of the Slate River, a tributary of the East River.

11.1.4. Appropriation Date: November 11, 1996.

11.1.5. Amount: 100 acre-feet, conditional. The dimensions, volumes and capacity of the reservoir originally described in Case No. 96CW311 are correspondingly reduced commensurate with 100 acre-feet of the remaining storage right. The average annual depletions augmented by releases from the Elk Creek Reservoir Storage Right shall be limited to 140 acre-

feet over a ten-year period, not including the initial fill of the reservoir or subsequent fill made necessary as a result of reservoir releases to address maintenance or safety issues.

11.1.6. Use of Water: Use and reuse for replacement and augmentation purposes associated with water management; water treatment; maintenance and restoration; and mine reclamation purposes, including, but not limited to, the transportation of tailings; evaporation replacement; dust suppression; and domestic use and lawn and park irrigation at the Mount Emmons Mine.

11.1.7. Term and Condition: This decree describes water diversion and/or conveyance facilities located on, or to be located on, federal lands managed by the United States Department of Agriculture (“USDA”) Forest Service. The Applicant acknowledges that entry of a decree in this matter does not create any right, title, or interest in the use of federal lands. Any use of federal land is contingent on and subject to Applicant having or obtaining appropriate authorization issued by the USDA Forest Service pursuant to pertinent statutes, regulations, and policies applicable to the occupancy and use of the federal public lands. Applicant recognizes that the consideration of and action on requests for necessary federal permits and authorizations shall be carried out pursuant to all pertinent statutes, regulations, and policies applicable to the occupancy and use of the involved federal public lands, including, but not limited to the National Forest Management Act, Federal Land Policy and Management Act, National Environmental Policy Act, and the Endangered Species Act. Applicant agrees that the entry of the decree herein shall not in any way limit the authority of the USDA Forest Service with respect to the agency’s consideration of and action on such requests for permits, approvals, or authorizations. Applicant recognizes that the USDA Forest Service can impose terms and conditions and/or deny such requested contracts, approvals, or authorizations in accordance with applicable laws and regulations, and is not in any way limited or affected by the entry of the requested conditional water rights decree. If a Special Use Permit is issued by the USDA Forest Service with respect to the water diversion and/or conveyance facilities described herein which are located on National Forest System lands and acceptance by the Applicant, the Applicant shall comply with the terms of any such Special Use Permit.

12. Claim for Finding of Reasonable Diligence

Pursuant to C.R.S. § 37-92-301(4)(b), for purposes of demonstrating diligence, work on one feature of the project or system shall be considered in finding that reasonable diligence has been shown in the development of all water rights conditionally decreed herein and shall constitute diligence toward the development of the conditional water rights decreed herein. During the diligence period Applicant has done, at a minimum, the following work towards completion or for completion of the appropriations and application of water to a beneficial use as conditionally decreed (expenditure numbers are rounded to the nearest \$1,000):

12.1. On February 12, 2016, Applicant acquired from the previous owner, U.S. Energy (“USE”), all of USE’s properties and interests related to the Mt. Emmons mine site, including the mine, water rights, and water treatment plant.

12.2. The Applicant spent the rest of 2016 analyzing the mine site to determine what is necessary to keep the water quality in good condition and make the operation run more efficiently.

12.3. In 2018, the Applicant established various levels of drainage systems on the property to better mitigate the water, and retained Trout Unlimited and the Colorado Division of Reclamation Mining and Safety to design and oversee implementation of onsite reclamation work, including reclamation of two waste rock areas.

12.4. The majority of 2019 was spent evaluating how to overall best improve the wastewater treatment plant for the long term, while Applicant also finished ditch and road improvements along with some slope improvements and additional waste rock reclamation. Applicant also, conducted repairs to the re-vegetation work done in 2018, and projects to improve stormwater management.

12.5. In 2020 and 2021, the Applicant continued with road, slope, and channel improvements, waste rock reclamation, as well as recontouring tailing dams to improve stormwater management.

CONCLUSIONS OF LAW

13. Based upon and fully incorporating herein the Findings of Fact set forth above, this Court concludes as a matter of law that:

14. A finding of diligence requires proving an intention to use the water, coupled with concrete actions amounting to diligent efforts to finalize the intended appropriation. *Upper Gunnison River Water Conservancy Dist. v. Bd. of Cnty. Comm’rs of the Cnty. of Arapahoe*, 841 P.2d 1061, 1065 (Colo. 1992); *Colorado River Water Conservation Dist. v. City and Cnty of Denver*, 640 P.2d 1139, 1142 (Colo. 1982).

15. To maintain a conditional water right an applicant for a finding of reasonable diligence must show that it “can and will” complete the project. *Natural Energy Res. Co. v. Upper Gunnison River Water Conservancy Dist.*, 142 P.3d 1265, 1277 (Colo. 2006); *Mun. Subdist. v. Getty Oil Exploration Dist.*, 997 P.2d 557, 565 (Colo. 2000).

15.1. The factors a court considers under the “can and will” requirement in diligence proceedings include, but are not limited to: (1) economic feasibility; (2) status of requisite permit applications and other required governmental approvals; (3) expenditures made to develop the appropriation; (4) ongoing conduct of engineering and environmental studies; (5) design and construction of facilities; and (6) nature and extent of land holdings and contracts demonstrating the water demand and beneficial uses which the conditional right is to serve when perfected.

Pagosa Area Water and Sanitation Dist. v. Trout Unlimited, 170 P.3d 307, 316 (Colo. 2007). Whether an applicant has met the “can and will” requirement is a mixed question of fact and law.

16. The measure of reasonable diligence is the steady application of effort to complete the appropriation in a reasonably expedient and efficient manner under all the facts and circumstances. C.R.S. § 37-92-301(4)(b). To maintain conditional water rights, an applicant must show continued intent and progress toward finalizing the conditionally decreed appropriation. *Vermillion Ranch Ltd. P’ship v. Raftopoulos Bros.*, 307 P.3d 1056, 1066-67 (Colo. 2013).

17. When a project or integrated system is comprised of several features, work on one feature of the project or system shall be considered in finding that reasonable diligence has been shown in the development of water rights for all features of the entire project or system. C.R.S. § 37-92-301(4)(b). Work on one part of a system may constitute diligence on the completion of the entire system. *City of Lafayette v. New Anderson Ditch Co.*, 962 P.2d 955, 961 (Colo. 1998).

18. Application Lawful. This Application is authorized by the Water Right Determination and Administration Act of 1969, C.R.S. §§ 37-92-101 to -602, and can be administered pursuant to this Decree in accordance with the Act.

19. Satisfaction of Burden of Proof. The Applicant has complied with all requirements and met all standards and burdens of proof for finding of reasonable diligence. It therefore is entitled to a decree continuing as conditional 100 acre-feet of the Elk Creek Reservoir Storage Right that is the subject of this Decree.

RULING OF THE REFEREE AND DECREE

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby ordered, adjudged, and decreed by the Court that:

20. Fully Incorporated Judgment and Decree. The foregoing Findings of Fact and Conclusions of Law are hereby fully incorporated into this Judgment and Decree.

21. Personal and Subject Matter Jurisdiction. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by law. Time for filing statements of opposition and for seeking leave to intervene has expired. This Court has subject matter jurisdiction over the application and this proceeding, and jurisdiction over all persons who would have standing to appear as parties, regardless of whether they have appeared.

22. Conditional Water Right Continued. The Applicant has exercised reasonable diligence in the development of the Elk Creek Reservoir Storage Right. This Decree confirms a finding that the Elk Creek Reservoir is continued conditional in the amount of 100 acre-feet for augmentation use to replace out-of-priority depletions associated with reclamation and water quality remediation activities at the Mount Emmons Mine property, as further set forth above.

23. Conditional Water Rights Cancelled and Abandoned. The Court confirms the cancellation and abandonment of the following conditional water rights:

23.1 Slate River Direct Flow Water Right: 30 c.f.s., conditional, for all uses decreed to the Slate River Direct Flow Water Right in Case No. 96CW311.

23.2 Carbon Creek Direct Flow Water Right: 10 c.f.s., conditional, for all uses decreed to the Carbon Creek Direct Flow Water Right in Case No. 96CW311.

23.3 Carbon Creek Reservoir Storage Right: 1,000 acre-feet, conditional, for all uses decreed to the Carbon Creek Reservoir Storage Right in Case No. 96CW311.

23.4 Mill Water Reservoir Storage Right: 1,000 acre-feet, conditional, for all uses decreed to the Mill Water Reservoir Storage Right in Case No. 96CW311.

23.5 Elk Creek Reservoir Storage Right: 900 acre-feet, conditional, for all uses decreed to the Elk Creek Reservoir Storage Right in Case No. 96CW311.

24. Decree Administrable. The conditional water rights applied for in this case are contemplated by law. If implemented in accordance with the terms and conditions of this Decree, there will be no material injury to vested or conditionally decreed water rights of others.

25. Administration of Priorities. The Elk Creek Reservoir Storage Right was filed with the Water Court in the year 1996 in Case No. 96CW311 and the priority for the conditional water right awarded therein shall be administered as having been filed in that year and shall be junior to all priorities awarded based on applications filed in previous years. As between all rights, filed in the same calendar year, priorities shall be determined by the dates of appropriation and not affected by the date of entry of ruling.

26. No Modification of Previous Decrees or Stipulations. Except as specifically set forth in this Decree or modified by Stipulation, any terms and conditions for the use and operation of the Elk Creek Reservoir Storage Right initially adjudicated in Case No. 96CW311 and continued as conditional in Case No. 08CW81 by this Court are not changed or modified this Decree, nor are the findings of fact and conclusions of law of the 96CW311 Decree or 08CW81 Decree as related to the Elk Creek Reservoir Storage Right.

27. The continued portion of the Elk Creek Reservoir storage right continued conditional, or any portion continued as conditional or made absolute as part of a future water rights proceeding, may not be changed to any other use other than reclamation and water quality remediation at the Mount Emmons Mine in any future proceeding by any water rights applicant.

28. Stipulations. To the extent not already approved, the stipulations entered into between Applicant and Opposers are approved by the Court and are incorporated herein. However, such stipulations are only enforceable by the parties to the stipulations and are not subject to administration by the Division Engineer or water commissioners.

29. Filing of Copies. A copy of this Decree shall be filed with the Water Clerk for Water Division 4, and it shall become effective upon filing.

30. It is ordered that 100 acre-feet of the Elk Creek Reservoir Storage Right is hereby continued in full force and effect until _____. If the Applicant desires to maintain such conditional decree, an application for a finding of reasonable diligence shall be filed on or before _____, or a showing made on or before such date that the conditional water right has become absolute by reason of the completion of the appropriation.

Dated: _____

S. Gregg Stanway
Water Referee for Water Division No. 4
State of Colorado

THE COURT finds that no protest was filed in this matter. The foregoing ruling of the Water Referee is confirmed and approved and is hereby made the Judgment and Decree of this Court. A copy of the Judgment and Decree shall be filed with the Water Clerk for Water Division 4, and the Decree shall become effective upon filing. Copies shall also be filed with the State Engineer and the Division Engineer for Water Division 4.

Dated: _____

BY THE COURT:

J. Steven Patrick
Water Court Judge for Water Division No. 4
State of Colorado

STORAGE WATER LEASE AGREEMENT

This Storage Water Lease Agreement (“Agreement”) is made and entered into on November ____, 2024, (“Effective Date”) by and between the **Town of Crested Butte**, a Colorado home municipality, whose address is P.O. Box 39, 507 Maroon Avenue, Crested Butte, CO 81224 (hereinafter called “Town”), and **Mt. Emmons Mining Company**, a Delaware corporation and a subsidiary of Freeport McMoRan, Inc., whose address is 333 North Central Avenue, Phoenix, AZ 85004 (hereinafter called “MEMC”).

RECITALS

WHEREAS, MEMC is the owner of the Mount Emmons molybdenum property located approximately three miles north and west of the Town of Crested Butte off Kebler Pass Road, in Gunnison County, Colorado (“MEMC Property”);

WHEREAS, the Town is the owner of certain municipal water storage rights in Lake Brennand Reservoir aka Lake Irwin (“Lake Irwin”), described in further detail in Paragraph 1 below, located in Gunnison County, Colorado;

WHEREAS, MEMC desires to lease storage water and capacity in Lake Irwin owned by the Town to use for augmentation to replace out-of-priority depletions associated with reclamation and water quality remediation activities at the MEMC Property, and MEMC desires to compensate the Town for any such water;

WHEREAS, the Town desires to lease a portion of its Lake Irwin storage rights to MEMC for augmentation use to replace out-of-priority depletions associated with MEMC’s reclamation and water quality remediation activities at the MEMC Property only.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Identification of Water Rights.** The Town owns the following municipal water storage right, which is made available in part to satisfy the purposes of this Agreement:

367.3 acre-feet, decreed to Brennand Reservoir aka Lake Irwin in Civil Action 2563 for municipal use (1937 priority date).

2. **Term and Renewal.** The initial term of this Agreement shall be for a period of eighty years from the date of mutual execution. Thereafter, this Agreement shall be automatically renewed for successive 80-year periods, until such time as MEMC determines, in its sole discretion, that water is no longer needed from Lake Irwin, in which case MEMC shall provide notice of its intent not to renew for an additional 80-year period no later than 60 days prior to the expiration of the current term; or both Parties elect to not renew, by providing mutual notice to the other in writing of that Party’s choice to not renew, such notice given no later than 60 days prior

to the expiration of the current term, whichever is earlier. Each year commencing January 1 and ending December 31 is referred to as a "Contract Delivery Year." The Parties agree to meet annually to discuss MEMC's operations and continued need for the Lease Water.

3. Quantity of Water; Release. In each Contract Delivery Year during the term of this Agreement, the Town agrees to lease and make available up to 14.0 acre-feet from the Town's stored Lake Irwin water right for MEMC's use for augmentation to replace out-of-priority depletions associated with reclamation and water quality remediation activities at the MEMC Property ("Lease Water"). The Town will deliver the Lease Water for MEMC's augmentation use by releasing water stored in Lake Irwin under the Town's municipal water storage right through what is known as the Coal Creek Outlet, as shown on the map attached hereto as **Exhibit A**. The rate of release shall be as requested by MEMC, but shall in no event exceed 0.25 c.f.s. Requests for changes in the rate of release shall be made as infrequently as is reasonably possible and consistent with any terms or conditions of the augmentation plan as provided for below, but in no event shall exceed the maximum rate of 0.25 c.f.s. MEMC shall not be entitled to carry over Lease Water not used from one year to the next. The Parties also understand there is potentially a date restriction on Town releases of Lake Irwin water which precludes releases from May 1 to September 15 each year. To the extent the Lease Water use is challenged by any third party on this basis, in any forum, the Parties will reasonably defend such use as legally permitted or take steps to remove such alleged date restriction. However, at any time either Party determines such defense or steps are unreasonable, in that party's sole discretion, then this becomes a reason for Early Termination, as set forth below.

4. Nature of Delivered Water. The water to be delivered pursuant to this Agreement is raw, untreated, non-potable water. The water will be delivered as-is and the Town does not warrant the quality of the water for any specific purpose.

5. MEMC Use of Lease Water. MEMC shall only use the Lease Water within a court approved plan for augmentation or administratively approved substitute water supply plan, as further described below. The Lease Water shall be used as augmentation and replacement to replace out-of-priority depletions associated with reclamation and water quality remediation activities at the MEMC Property. MEMC shall *not* use and shall not divert the Lease Water for direct use at the MEMC Property. MEMC shall use the Lease Water for augmentation benefit related to the MEMC Property only, and cannot use or transfer the rights to use the Lease Water for the benefit of any other location for any purpose. The Parties understand the Town's Lake Irwin water right is decreed for "municipal purposes" which encompasses the use of the water contemplated herein. To the extent the Lease Water use is challenged by any third party, in any forum, the Parties will reasonably defend such use as legally permitted. However, at any time either Party determines such defense is unreasonable, in that party's sole discretion, then this becomes a reason for Early Termination, as set forth below.

6. Plan for Augmentation. MEMC's use of the Lease Water to augment depletions associated with reclamation and water quality remediation activities shall be accomplished through a court approved augmentation plan decree, and/or a substitute water supply plan ("SWSP"), to be obtained by MEMC at MEMC's sole expense. The Town may file a statement of opposition to the augmentation plan application, and provide comments in response to the SWSP request, in its sole

discretion. The Town will not actively oppose the application or SWSP, but it may become a party to such proceedings to ensure that the terms of this Agreement are followed. The Town will cooperate with MEMC to provide information regarding the Town's water rights that may be needed to obtain approval of those plans. However, all costs to obtain such approvals shall be paid by MEMC. MEMC will not file any application or request to change any of the Town's water rights without express written consent of the Town, which consent may be granted or denied in the sole discretion of the Town. MEMC shall seek terms in the augmentation decree that require the Division Engineer for Water Division No. 4, or the Water Commissioner, to give notice to the Town at least forty-eight (48) hours prior to the time for any requested Lake Irwin reservoir releases for augmentation, the rate as set forth above. MEMC shall bear all transit losses and exchange losses after the release of Lease Water through the Coal Creek Outlet, and these shall be included in the amount of water leased to MEMC.

7. Payment and Terms. MEMC shall pay to the Town in consideration for the foregoing Agreement, the annual sum of one thousand dollars (\$1,000), together with an additional annual sum in the amount of six hundred dollars (\$600) per acre foot for each acre foot (rounded up) released from Lake Irwin for the benefit of MEMC pursuant to this Agreement. The "per acre foot" amount paid by MEMC may be adjusted annually by the Town based on a nationally recognized Consumer Price Index (C.P.I.). The Town reserves the right to accumulate in a single annual increase all C.P.I. increases which are available but not taken in any prior year. The annual sum of \$1,000 shall be paid by January 1 of the Contract Delivery Year. Thereafter, the per acre foot amount shall be paid on December 31 of the Contract Delivery Year based on the amount of water requested by MEMC and/or released for the benefit of MEMC, whichever amount is greater, during the Contract Delivery Year.

8. Early Termination.

a. Town Performance Impossible. This Agreement can be terminated prior to expiration of a term by the Town if: (1) the Town sends written notice of termination to MEMC no less than 120 days prior to the end of the Contract Delivery Year, (2) the Town agrees to cooperate with MEMC in securing an alternate water supply (so long as such cooperation is in the Town's best interest, as determined by the Town in its sole discretion), and (3) the Lease Water is unavailable pursuant to this Agreement because of utility related reasons, such as reservoir maintenance or demand by the Town and its residents. Such early termination shall not affect the Town's obligation to deliver the leased water or MEMC's obligation to pay for the leased water delivered prior to termination of the Agreement. By terminating this Agreement early, the Town understands that MEMC may elect to pursue the construction of Elk Creek Reservoir by MEMC; and the Town reserves all rights in that regard.

b. MEMC Default. The Town may terminate this Agreement prior to expiration of a term should the Town determine that MEMC is either in default or in violation of any of the terms and conditions of this agreement. In the event of default under this Agreement by MEMC, including non-payment in accordance with Paragraph 7 above, which default continues for thirty (30) calendar days, the Town shall provide written notice of such default to MEMC. The Town may thereafter, but no sooner than fourteen (14) calendar days from such notice of default, pursue any remedy it may have at law or equity, and may terminate and cancel this Agreement and

all obligations imposed hereunder, including the obligation to deliver and make the Town's Lease Water available.

c. Town Default. So long as the Town is meeting its obligations under this agreement, MEMC may not terminate this agreement for any reason, it being expressly understood that one of the primary considerations for the Agreement is to avoid MEMC building Elk Creek Reservoir and instead utilizing the Town's storage water. Provided however, MEMC or the Town can terminate this Agreement earlier for the reasons stated in this paragraph, or Paragraph 3 or 5 above. In the event the Town fails an obligation under this Agreement, MEMC shall provide written notice to the Town of its failed obligation and provide the Town with the opportunity to cure. If the Town is unable to cure the deficiency, MEMC may elect to terminate this Agreement and pursue the construction of Elk Creek Reservoir by MEMC; and the Town reserves all rights in that regard.

9. Interruption of Water Supply beyond the Control of the Town. The water supply for the Town, its residents, and its water customers is dependent upon sources from which the supply is variable in quantity and beyond the control of the Town and delivery of water under this Agreement will be based on future demand of the Town and its customers. The Town shall not be liable in tort or contract for any delay or failure to perform its obligations under this Agreement if that delay or failure is caused by an event or condition beyond the reasonable control of the Town, including legal and physical water availability in any given year. In the event that the Town determines in advance that it will not be able to provide the Lease Water, the Town will promptly notify MEMC of the anticipated shortage.

10. Diversion, Measurement and Administration of the Water. The Town shall provide to MEMC and to the Division Engineer reasonable and timely accounting for delivery of the Lease Water under this Agreement. MEMC shall provide appropriate accounting for its use of the augmentation water, including measuring devices as may be required by the State and Divisions Engineers. If the Town is required to cooperate in the administration of the water for use by MEMC, the Town agrees to do so at the cost of MEMC. MEMC shall provide the Town with accounting information for MEMC's use of the water on at least an annual basis, or on a more frequent basis as may be required by the State or Division Engineer, including copies of MEMC's accounting when it is submitted to the State or Division Engineer or Water Commissioner.

11. Assignment. This Agreement may be assigned by MEMC to a successor entity only upon the prior written consent of the Town, which consent shall not be unreasonably withheld. If assigned, this Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

12. Water Right Ownership. MEMC acknowledges the Town's title and to the Town's storage water right described in Paragraph 1, above. This Agreement does not grant, transfer or modify the Town's title ownership in the water being leased.

13. Default and Remedies. All terms and conditions of this Agreement are considered material. In the event that either party defaults in the performance of any of the covenants or agreements to be kept, done or performed by and under the requirements of this Agreement, the

non-defaulting party shall give the defaulting party 20 days written notice of such default. If MEMC is in default and fails, neglects or refuses for a period of more than 20 days thereafter to make good or perform the default, then the Town, may elect to treat this Agreement as being in full force and effect and shall have the right to an action for specific performance or damages or both. The Town may also, without further notice, in addition to any other remedies available to it, terminate all rights and privileges granted in this Agreement and this Agreement shall be of no further force or effect. If the Town is in default, MEMC's remedies shall be strictly limited to an action for specific performance and to no other remedy. In no event shall MEMC be entitled to or claim any form of damages, including without limitation lost profits, economic damages, or incidental, consequential, punitive or exemplary damages. If MEMC ceases use of the water for a period of five or more consecutive Contract Delivery Years, it shall be deemed conclusive evidence that MEMC no longer intends or needs to use the water for the intended purpose, and the Town may terminate the Agreement.

14. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive the Town's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act as currently exists or may be amended, or otherwise.

15. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes, except adjustment of the delivery rate, if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail. Written notice of any adjustment of the delivery rate under paragraph 9 shall be delivered in person, or by email, and shall be effective when delivered.

TOWN OF CRESTED BUTTE:

Town of Crested Butte
c/o Town Manager
P.O. Box 39
Crested Butte, CO 81224
Email: dmacdonald@crestedbutte-co.gov

Copy to:

Scott C. Miller, Esq.
Patrick, Miller & Noto, P.C.
229 Midland Ave.
Basalt, CO 81621
Email: miller@waterlaw.com

MEMC:

Mt. Emmons Mining Company
c/o Francis McAllister, V.P. Liability Management
and Land & Water
Freeport McMoRan
333 North Central Avenue
Phoenix, AZ 85004

Copy to:

Sheela S. Stack, Esq.
NAZARENUS STACK & WOMBACHER
5015 DTC Pkwy., Suite 200
Greenwood Village, Colorado 80111
Email: sstack@nswlaw.com

16. Paragraph Captions. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this agreement.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of and solely binds the Parties and their lawful successors-in-interest. This Agreement affords no claim, benefit, or right of action to any third party.

19. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures or bylaws, or by applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

20. Other. This Agreement is the entire agreement between the parties and no other promises, representations, warranties, or agreements shall be of any effect if not stated herein. This Agreement may be modified only in writing and signed by all of the same parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2024.

Town of Crested Butte

Dara MacDonald, as Town Manager

Mt. Emmons Mining Company

_____, as _____

This Agreement was acknowledged before me this ____ day of November, 2024, by Dara MacDonald, as Town Manager of the Town of Crested Butte.

Witness my hand and seal.

Notary Public

My commission expires:

This Agreement was acknowledged before me this ____ day of November, 2024, by
_____, as _____.

Witness my hand and seal.

Notary Public

My commission expires:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-24-00030; KCREM LLC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

KCREM LLC requests the approval of the Boundary Line Adjustment within Block 22 of the Irwin Townsite.

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/13/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 11/19/2024



Rachael Blondy, Planner
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00030 | Boundary Line Adjustment| KCREM LLC
Memo Date: November 12, 2024
Date: November 19, 2024

The Applicant, KCREM LLC, represented by David Leinsdorf Esq., request the approval of the Boundary Line Adjustment within Block 22 of the Irwin Townsite, as shown in Exhibit A. This Boundary Line Adjustment adjusts the lot line within the middle of Lot 3, ([Parcel # 3179-340-20-008](#)) over to the lot line between Lots 3 and 4 ([Parcel # 3179-340-20-010](#)). Lots 1, 2 the west half of Lot 3, and Lots 10-18, were clustered in 2017 under reception no. 644512 and lots 4-9, with the eastern half of Lot 3 were clustered in 2017 under reception no. 644513. Lots 6-9 are under a conservation easement with the CB Land Trust as recorded under reception no. 472987. This Boundary Line Adjustment does not affect the Conservation Easement.

Staff reviewed the application, which complies with all applicable standards found in [Land Use Resolution](#) Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L. Plat was reviewed by the County Attorney's Office on October 30, 2024 for legal sufficiency.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS* – No conformities will be created.
2. *COMPATIBILITY WITH COMMUNITY CHARACTER* – The resulting parcels will be compatible with parcels that exist within Irwin.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – The requested BLA is insubstantial.
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will both be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from both landowner and lienholder are found on plat.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Thank you,
Rachael Blondy

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00030. Click on "Attachments".

A. KCREM Plat

LOT 3, BLOCK 22, TOWN OF IRWIN
BOUNDARY LINE ADJUSTMENT PLAT
1.91 ACRES

LOCATED WITHIN
SE1/4 SECTION 34, TOWNSHIP 14 SOUTH, RANGE 78 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO

ATTORNEY'S OPINION

I, David Leinsdorf, attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Title to Lots 1 through 18, Block 22, TOWN OF IRWIN, is vested in The Kcrem, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. Taxes and assessments for the year 2024 and subsequent years;
2. United States Patent(s) recorded in Book 115 at page 97;
3. Notice of Watershed Ordinances Affecting Real Property as recorded in Book 720 at page 163;
4. Deeds of Conservation Easement recorded in Book 738 at page 26 and as Reception No. 472987;
5. Declaration of Conditions, Covenants and Restrictions Irwin Community Association recorded in Book 744 at page 79, as Reception No. 614306, Amendment recorded as Reception No. 616283; and Agreement Adopting Protective Covenants Irwin Community Association recorded as Reception No. 469631;
6. Board of County Commissioners Resolution No. 97-8, vacating certain streets and alleys, recorded as Reception No. 473477;
7. Board of County Commissioners Resolution No. 7, Series 2016, vacating certain streets and alleys, as set forth in instrument recorded as Reception No. 638006;
8. Lot Cluster Agreements recorded as Reception No. 638024, Reception No. 644512 and Reception No. 644513;
9. Board of County Commissioners Resolution No. 94-20 recorded in Book 750 at page 406, Easement recorded in Book 751 at page 148, and Easement Correction recorded as Reception No. 471580;
10. Plat filed as Reception No. 70551; and
11. Deed of Trust for the benefit of Sandra J. Cosentino and John L. Cosentino in the principal amount of \$60,000.00 recorded as Reception No. 682666.

Title to all of the lots and the alley in Block 22, TOWN OF IRWIN, is vested in The Kcrem, LLC, a Colorado limited liability company. Those lots are subject to the same 11 exceptions to title that apply to Lot 3.

Dated this ____ day of ____, 2024.

David Leinsdorf, Attorney Reg #2740
P. O. Box 187, 215 Elk Avenue, 3rd Floor
Crested Butte, CO 81224-0187
Phone: (970) 349-6111
david81224@gmail.com <mailto:david81224@gmail.com>



NOTES

1. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
2. Under Colorado's Fence Law, C.R.S. Title 35, Article 46, lot owners are hereby notified that fencing out livestock is the responsibility of the lot owners.
3. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the lot owners.
4. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this plat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this ____ day of ____, 2024.

Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

LANDOWNER'S APPROVAL

The Kcrem, LLC, a Colorado limited liability company, being the owner of the land described as follows:

Lot 3, Block 22, TOWN OF IRWIN, County of Gunnison, State of Colorado (1.91 Acres $\pm$),

under the name of LOT 3, BLOCK 22, TOWN OF IRWIN BOUNDARY LINE ADJUSTMENT, hereby approves the boundary line vacation and adjustment as shown on this Boundary Line Adjustment Plat.

In witness whereof, Paul Merck and Lisa Merck, as Members of The Kcrem, LLC, a Colorado limited liability company, have subscribed their names this ____ day of ____, A.D. 2024.

The Kcrem, LLC, a Colorado limited liability company

By: Paul Merck AKA Paul K. Merck
Member

By: Lisa Merck AKA Lisa L. Merck
Member

State of ____)
County of ____) ss.

The foregoing Landowner's Approval was acknowledged before me this ____ day of ____, A.D. 2024, by Paul Merck AKA Paul K. Merck, and Lisa Merck, AKA Lisa L. Merck, as Members of The Kcrem, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

LIENHOLDER'S APPROVAL

Sandra J. Costentino and John L. Cosentino, holders of the promissory note secured by the deed of trust recorded as Reception No. 682666 in the office of the Gunnison County Clerk and Recorder, hereby approve the boundary line vacation and adjustment as shown on this Boundary Line Adjustment Plat.

In witness whereof, Sandra J. Costentino and John L. Cosentino have subscribed their names this ____ day of ____, A.D. 2024.

Sandra J. Costentino

John L. Cosentino

State of ____)
County of ____) ss.

The foregoing Lienholder's Approval was acknowledged before me this ____ day of ____, A.D. 2024, by Sandra J. Costentino and John L. Cosentino.

Witness my hand and official seal.
My commission expires:

Notary Public

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within LOT 3, BLOCK 22, TOWN OF IRWIN BOUNDARY LINE ADJUSTMENT PLAT is approved this ____ day of ____, A.D. 2024.

Chairperson, Gunnison County Board of
Commissioners

Attest:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of

_____, A.D. 2024, Reception No. _____

Time _____, Date _____.

Gunnison County Clerk and Recorder

50 25 0 50 100
SCALE: 1" = 50'

LOT 3, BLOCK 22, TOWN OF IRWIN
BOUNDARY LINE ADJUSTMENT PLAT
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.

P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 24076.00 DWG.: PLAT
DATE: 10/22/24 SHEET 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-24-00042; Skyland Lo

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicants request a BLA between Lots S85, S86 and S87 on Fairway Drive in Skyland.

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 11/13/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/13/2024

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 11/19/2024

To: Board of County Commissioners

RE: LUC-24-00042 | Boundary Line Adjustment | Skyland Lots S85, S86, S87

Memo Date: September 24, 2024

Meeting Date: November 19, 2024

The Applicants, PFG Crested Butte LLC and William R. Leer and Brooke B. Leer, represented by David Leinsdorf, request an approval of a Boundary Line Adjustment (BLA) between three lots on Fairway Drive in the Skyland Area. The applicants respectively own Lot S85, .58 acres ([Parcel # 3255-120-22-016](#)), and S87, .63 acres ([Parcel # 3255-120-22-010](#)). They recently co-purchased Lot S86, .61 acres ([Parcel # 3255-120-22-011](#)). Lot S86 is located between S85 and S87.

The Applicants wish to split Lot S86 evenly between their separate lots, adding .3 acres each to S85 and S87. The resultant parcels will be .88 acres and .94 acres. This adjustment will preserve views and add yard space. Building envelopes will not be enlarged, nor are any new structures or units proposed. The current single-family use will be maintained. The Skyland Community Association has no conflicts with this request.

Staff reviewed the application, which complies with all applicable standards found in [Land Use Resolution](#) Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L. Plat was reviewed by the County Attorney's Office on September 11, 2024 for legal sufficiency.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. **COMPLY WITH APPLICABLE STANDARDS** – No conformities will be created.
2. **COMPATIBILITY WITH COMMUNITY CHARACTER** – The resulting .88 and .94 acre parcels will be compatible with parcels that exist within Skyland.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. **INSUBSTANTIAL CHANGE** – Lot S85 will be increased by approximately 52.59%, and Lot S87 will be increased by approximately 48.41%. While the percentages are large, the impact of dividing Lot S86 is minimal due to the small lot sizes.
2. **NOT CREATE ADDITIONAL LOTS** – The BLA will not create additional lots.
3. **MINIMUM LOT SIZE** – The resulting parcels will both be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. **CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS** – Notarized written consent from both landowners can be found in Citizen Access.
2. **SURVEY PLAT** – The BLA plat meets all standards listed in this section.

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00042, Click on "Attachments".

A. Plat

ORIGINAL SHEET SIZE: 24"x36"

ATTORNEY'S OPINION

I, David Leinsdorf, attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Title to Lot S86 is vested in William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company, and is free and clear of all liens, defects, and encumbrances, restrictions and reservations except as follows:

- United States Patent recorded in Book 101 at page 428;
- Plat of Skyland, Initial Filing recorded under Reception No. 363852;
- Declaration of Protective Covenants of Skyland, Initial Filing, recorded in Book 574 at page 141; Notice of Amendment recorded in Book 789 at page 710; Amendment recorded under Reception No. 473133; Amendment recorded under Reception No. 551122; Resolution of the Board of Directors, Skyland Community Association recorded under Reception No. 606526 and Resolution recorded under Reception No. 608447;
- Certification recorded in Book 576 at page 164 and Supplemental Certification recorded in Book 595 at page 76;
- Tap Purchase Agreement recorded in Book 610 at page 349;
- Easement Deed recorded in Book 610 at page 600;
- Development Agreement and Agreement for Purchase Infrastructure Improvements recorded in Book 652 at page 861; Infrastructure Capital Improvement Fee Resolution recorded in Book 652 at page 890; Resolution of the Board of Directors of Skyland Metropolitan District recorded in Book 697 at page 782; Agreement for Release of Lien for Capital Improvement Agreement recorded in Book 736 at page 283; and Release of Lien recorded under Reception No. 504679;
- Resolution No. 19, Series 1995 by the Gunnison County Board of Commissioners recorded in Book 762 at page 190; and Resolution No. 25, Series 1997 recorded under Reception No. 475589;
- Deed, Grant of Licenses, Reservation and Grant of Easements and Option Agreement recorded in Book 785 at page 323 and re-recorded in Book 787 at page 103;
- Resolution No. 34, Series 1996 by the Board of County Commissioners of Gunnison County recorded in Book 787 at page 215;
- Agreement Respecting Development recorded in Book 789 at page 905;
- Amended Plat of Portions of Skyland recorded under Reception No. 473132;
- Board of County Commissioners of Gunnison County Resolution No. 14, Series 2002 recorded under Reception No. 518492;
- Board of County Commissioners of Gunnison County Resolution No. 12, Series 2004 recorded at Reception No. 539138 and re-recorded under Reception No. 539537;
- Skyland Metropolitan District Special District Public Disclosure recorded under Reception No. 630679;
- Resolution of the Board of Directors of Skyland Metropolitan District recorded under Reception No. 631158 and in First Amended and Restated Resolution recorded under Reception No. 682524; and
- Real property taxes for the year 2024 due and payable in the year 2025.

Title to Lot S86 is vested in William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company; title to Lot S85 is vested in PFG Crested Butte, L.L.C., a Texas limited liability company; and title to Lot S87 is vested in William R. Leer and Brooke B. Leer. Lot S85 and Lot S87 are subject to the same 17 exceptions to title that apply to Lot S86.

Dated this ____ day of _____, 2024.

David Leinsdorf, Attorney Reg #2740
P.O. Box 187, 215 Elk Avenue, 3rd Floor
Crested Butte, CO 81224-0187
Phone: (970) 349-6111
david81224@gmail.com

NOTES

- According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this Replat was made by me and under my supervision and is accurate to the best of my knowledge.

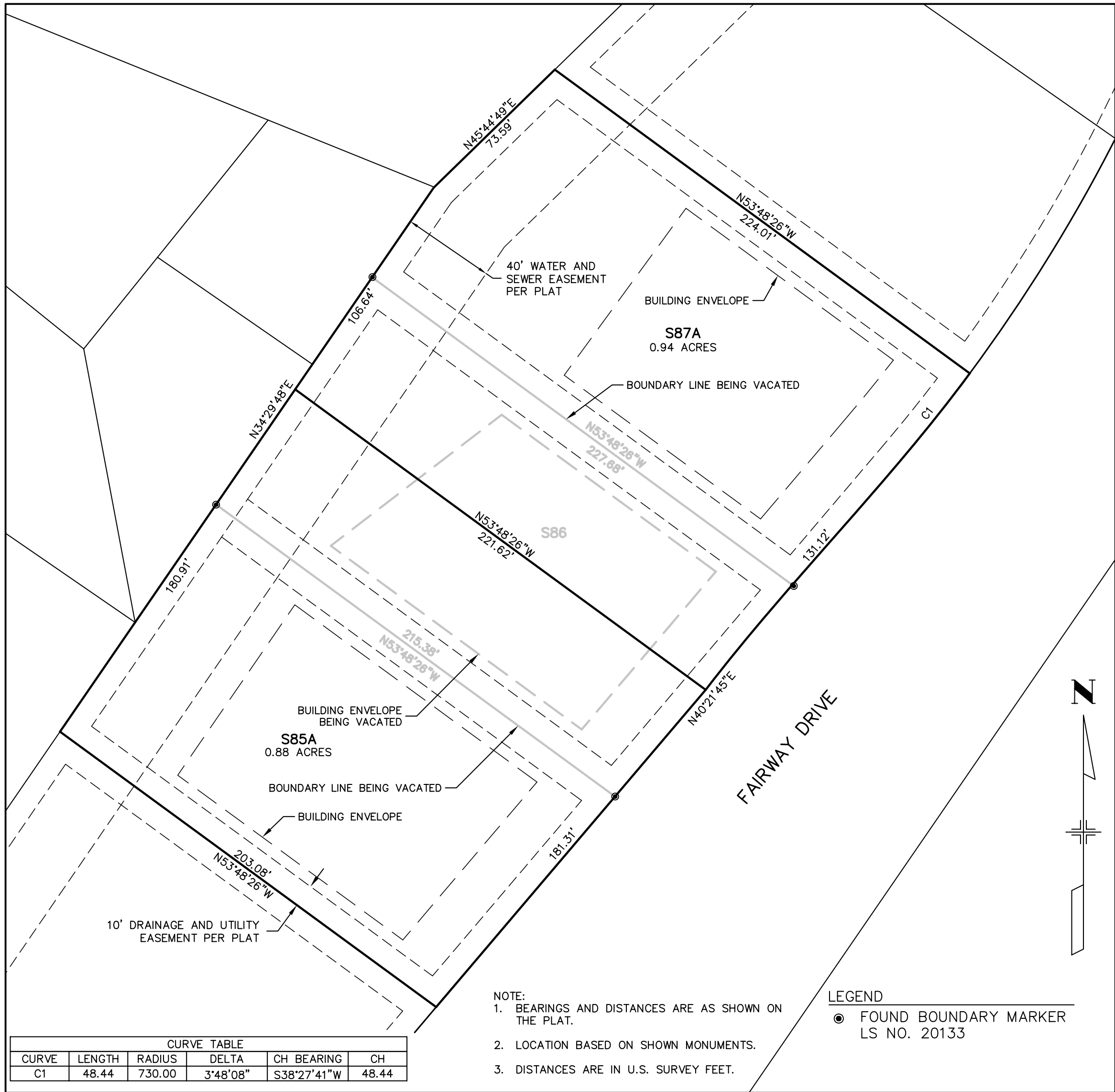
Dated this ____ day of _____, 2024.

Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

SKYLAND LOT S86
BOUNDARY LINE ADJUSTMENT PLAT

1.82 ACRES +/-

LOCATED WITHIN
NW1/2 NE1/4 SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST
OF THE 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO



CONSENT OF LOT S85 OWNER

PFG Crested Butte, L.L.C., a Texas limited liability company, being the owner of the land described as follows:

Lot S85, AMENDED PLAT OF PORTIONS OF SKYLAND, recorded January 3, 1997 as Reception No. 473132, County of Gunnison, State of Colorado,

hereby approves and consents to all terms, conditions and provisions set forth on this Boundary Line Adjustment Plat.

In witness whereof, David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this ____ day of _____, A.D. 2024.

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member / Manager

By: _____
Judith E. McGuire, Member / Manager

State of _____)
County of _____)

The foregoing Dedication was acknowledged before me this ____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as members and managers of PFG Crested Butte, L.L.C., a Texas limited liability company.

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

Notary Public

CONSENT OF LOT S87 OWNER

William R. Leer and Brooke B. Leer, being the owners of the land described as follows:

Lot S87, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997, bearing Reception No. 473132, County of Gunnison, State of Colorado,

hereby approve and consent to all terms, conditions and provisions set forth on this Boundary Line Adjustment Plat.

In witness whereof, William R. Leer and Brooke B. Leer have subscribed their names this ____ day of _____, A.D. 2024.

William R. Leer

Brooke B. Leer

State of _____)
County of _____)

The foregoing Consent was acknowledged before me this ____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer.

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

Notary Public

CONSENT OF LOT S86 OWNERS

William R. Leer and Brooke B. Leer and PFG Crested Butte, L.L.C., a Texas limited liability company, being the owners of the land described as follows:

Lot S86, AMENDED PLAT OF PORTIONS OF SKYLAND, according to the Plat recorded January 3, 1997 under Reception No. 473132, County of Gunnison, State of Colorado (1.82 Acres ±),

under the name of SKYLAND LOT S86 BOUNDARY LINE ADJUSTMENT, hereby consent to the boundary line adjustment as shown hereon.

In witness whereof, William R. Leer and Brooke B. Leer, and David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company, have subscribed their names this ____ day of _____, A.D. 2024.

William R. Leer

Brooke B. Leer

PFG CRESTED BUTTE, L.L.C., a
Texas limited liability company

By: _____
David M. McGuire, Member

By: _____
Judith E. McGuire, Member

State of _____)
County of _____)

The foregoing Consent was acknowledged before me this ____ day of _____, A.D. 2024, by William R. Leer and Brooke B. Leer.

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

Notary Public

State of _____)
County of _____)

The foregoing Consent was acknowledged before me this ____ day of _____, A.D. 2024, by David M. McGuire and Judith E. McGuire, as members of PFG Crested Butte, L.L.C., a Texas limited liability company.

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

Notary Public

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within SKYLAND LOT S86 BOUNDARY LINE ADJUSTMENT PLAT is approved this ____ day of _____, A.D. 2024.

Chairperson, Gunnison County Board of
Commissioners

Attest:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S
ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2024, Reception No. _____.
Time _____, Date _____.

Gunnison County Clerk and Recorder

40 20 0 40 80
SCALE: 1" = 40'

SKYLAND LOT S86
BOUNDARY LINE ADJUSTMENT PLAT
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.

P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 24072.00 DWG.: PLAT

DATE: 10/24/24 SHEET 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Conservation Easement Grant Agreement; Gunnison Ra

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

Term Begins: December 3, 2024

Term Ends:

Grant Contract #:

Summary:

Grant agreements with Gunnison Ranchland Conservation Legacy for the Silver Springs Ranch and Flying W Ranch.

Fiscal Impact: \$228,814

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/6/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/6/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 15

Agenda Date: 11/19/2024

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: November 3, 2024

RE: GCRL - Conservation easement grant agreement



The applicant is seeking BoCC approval for two conservation easement grant agreements. The first is called Silver Springs Ranch for \$102,300 and the second project is called the Flying W Ranch – Vulcan Property for \$126,514.

The Gunnison Valley Land Preservation Board approved funding for these projects at their September 18, 2024 meeting. The project has not changed materially from what was presented to the Land Preservation Board. Please find included in your packet the grant agreement and a map for each project.

Silver Springs Ranch

The Silver Springs Ranch Conservation Easement preserves open space, wildlife habitat, wetland, riparian and agricultural lands on 113 acres on the west side of Highway 135 north of Gunnison along the Gunnison River. The property was the Silver Springs pasture of the Bar Slash Bar Ranch until it sold in 2023. The current owner operates it for hay production and livestock grazing. The property is visible to the general public from Highway 135 and Ohio Creek Road (County Road 730). In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat and the City of Gunnison Three Mile Plan. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, greater sandhill crane and northern leopard frog, all Colorado Species of Concern.

The Silver Springs Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights will be retired into the easement. The conservation easement is a donation by the landowner. The Land Preservation Funds constitute 5% of the project value. The Silver Springs Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

Flying W Ranch – Vulcan Property

The Flying W Ranch - Vulcan Property Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 285 acres in the Camp Creek and Little Willow Creek valleys of the Vulcan area along County Road 31 in Gunnison County. The property was purchased by the current owner in 2023 for seasonal livestock grazing and adds to the larger Flying W Ranch that has 4,298 acres of rangeland encumbered by earlier conservation easements in 2002, 2005, and 2022. The property is visible to the general public from County Road 31 and adjacent Bureau of Land Management lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat including critical production and brood areas. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, peregrine falcon, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Flying W Ranch- Vulcan Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 24% of the project value. The Flying W Ranch-Vulcan Property Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Silver Springs Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 11/04/2024

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2024, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Silver Springs Ranch Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 102,300 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

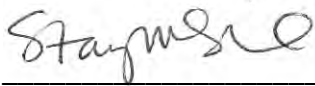
I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of _____.

GRANTEE



Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

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

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Silver Springs Ranch Conservation Easement” Project Summary

The Silver Springs Ranch Conservation Easement preserves open space, wildlife habitat, wetland, riparian and agricultural lands on 113 acres on the west side of Highway 135 north of Gunnison along the Gunnison River. The property was the Silver Springs pasture of the Bar Slash Bar Ranch until it sold in 2023. The current owner operates it for hay production and livestock grazing. The property is visible to the general public from Highway 135 and Ohio Creek Road (County Road 730). In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat and the City of Gunnison Three Mile Plan. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, greater sandhill crane and northern leopard frog, all Colorado Species of Concern.

The Silver Springs Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights will be retired into the easement. The conservation easement is a donation by the landowner. The Land Preservation Funds constitute 5% of the project value. The Silver Springs Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

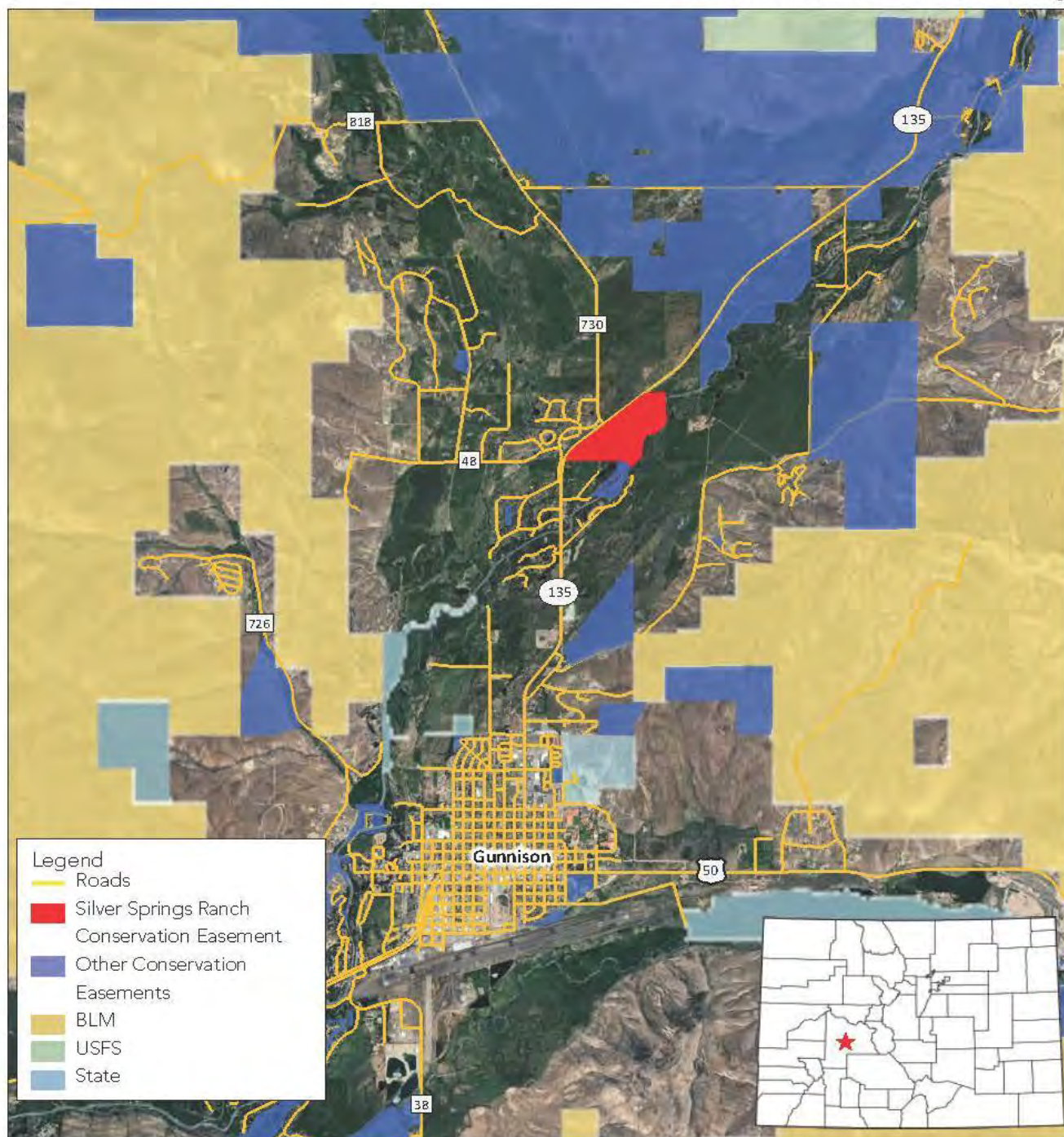
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Silver Springs Ranch Conservation Easement" Budget

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	7,500
Land Trust Stewardship Fee	24,000
GRCL Project Fee	18,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Title Insurance, Closing	6,500
Legal Fees	4,000
State Fee	11,300
Total	\$102,300

Silver Springs Ranch – Location Map

113.134 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: July 16, 2024
Data Source: Gunnison County (Roads, Tax Parcels, Conserved Lands); BLM Surface Management Agency (Public Lands). Public access should not be inferred from this map. This map is not a survey and should not be construed as one.



Silver Springs Ranch – Property Map

113.134 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: July 16, 2024
Data Source: Gunnison County (Roads, Tax Parcels, Conserved Lands). Public access should not be inferred from this map. This map is not a survey and should not be construed as one.

650 ft



Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Flying W Ranch- Vulcan Property Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 11/04/2024

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2024, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Flying W Ranch- Vulcan Property Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 126,514 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.
6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.
7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:
- A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.
 - B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

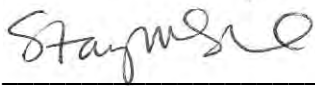
I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of _____.

GRANTEE



Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

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

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Flying W Ranch- Vulcan Property Conservation Easement” Project Summary

The Flying W Ranch- Vulcan Property Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 285 acres in the Camp Creek and Little Willow Creek valleys of the Vulcan area along County Road 31 in Gunnison County. The property was purchased by the current owner in 2023 for seasonal livestock grazing and adds to the larger Flying W Ranch that has 4,298 acres of rangeland encumbered by earlier conservation easements in 2002, 2005, and 2022. The property is visible to the general public from County Road 31 and adjacent Bureau of Land Management lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat including critical production and brood areas. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, peregrine falcon, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Flying W Ranch- Vulcan Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 24% of the project value. The Flying W Ranch- Vulcan Property Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

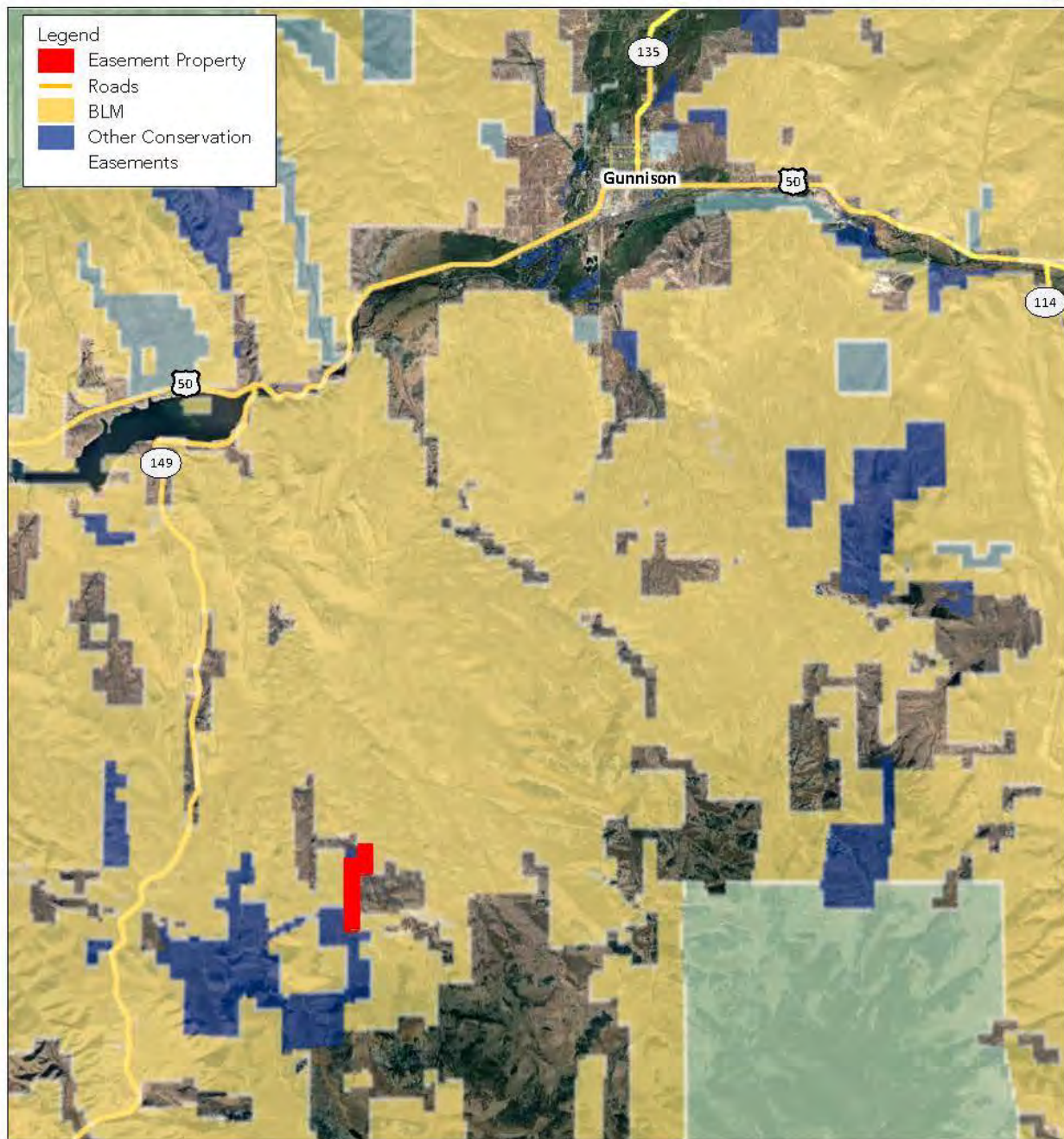
No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- “Flying W Ranch- Vulcan Property Conservation Easement” Budget

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	35,714
GRCL Project Fee	20,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	1,500
Mineral Report	3,000
Grasslands Management Plan	1,500
Environmental Assessement	500
Title Insurance, Closing	4,500
Legal Fees	4,500
State Fee	11,300
Total	\$126,514

Flying W Ranch, Vulcan Property – Location Map

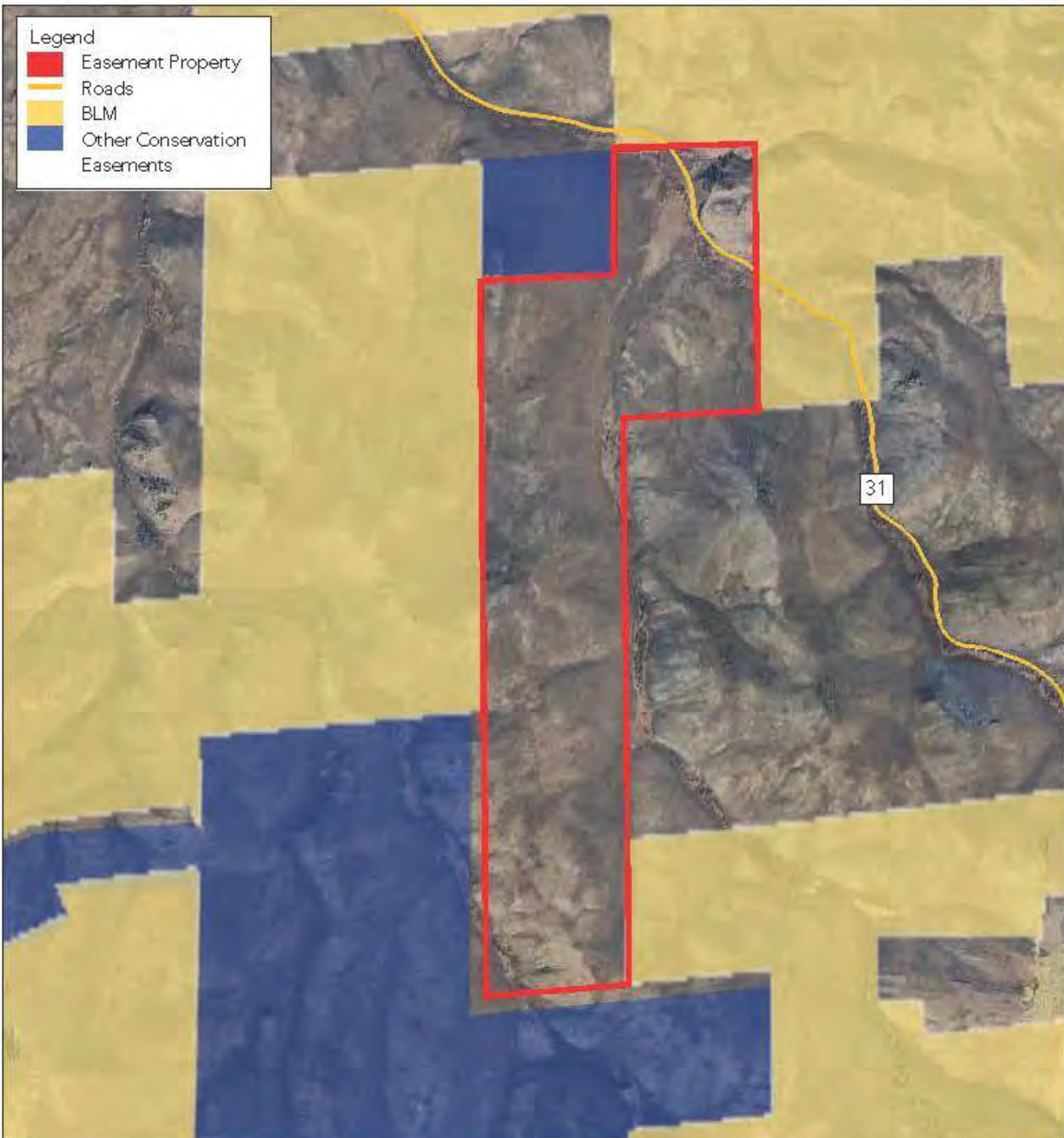
286.39 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: September 6, 2024 Data Source: Gunnison County (roads, tax parcels, conserved lands); BLM (public lands); GRCL (all else).
Public access should not be inferred from this map. This map is not a survey and should not be construed as

Flying W Ranch, Vulcan Property – Property Map

286.39 acres – Gunnison County



Preparer: Gunnison Ranchland Conservation Legacy Date: September 6, 2024 Data Source: Gunnison County (roads, tax parcels, conserved lands); BLM (public lands); GRCL (all else).
Public access should not be inferred from this map. This map is not a survey and should not be construed as

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report October 2024

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Cash Transfer Report October 2024

Fiscal Impact: 7,595,608.12

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 11/14/2024

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
October-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,660,845.17)
130	95 11122	General - Payroll Account	1,432,119.59	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(4,117,562.93)
002	02 11900	Road & Bridge	392,193.52	0.00
003	03 11900	Human Services	0.00	(69,583.93)
004	04 11900	Public Health Agency	0.00	(83,658.34)
007	07 11900	Conservation Trust	9,410.48	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(122,047.29)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	532,619.57	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	1,468.00	0.00
032	32 11900	Sage Grouse Trust	6,616.55	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(1,982.81)
050	50 11900	Gunnison County Sewer	0.00	(117,654.43)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(16,195.04)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(169,350.74)
125	52 11101	Solid Waste - Landfill Closure	7,483.58	0.00
126	52 11102	Solid Waste - Landfill Const	28,154.74	0.00
070	70 11900	Housing Authority	0.00	(1,019,759.01)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	6,646.81	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(1,543.22)
082	82 11900	ISF-II	1,158.20	0.00
090	90 11900	Health Insurance Trust	0.00	(209,952.01)
115	90 11101	Health Insurance Claims	415,975.91	0.00
091	91 11900	Local Marketing District	268,105.35	0.00
092	92 11900	Transportation Authority	374,919.87	0.00
093	93 11900	Public Trustee Agency	0.00	(5,473.20)
145	95 11121	Accounts Payable Clearing	4,045,767.01	0.00
TOTALS			\$ 7,595,608.12	\$ (7,595,608.12)

TRANSFER FOR JOURNAL ENTRIES:

410096, 410097, 410098, 410099, 410100, 409575, 409577, 408665, 409604, 408666, 409638, 408678, 410186, 408679, 410331, 409705, 410419, 410420, 410421, 410422, 410435, 410440, 410442, 411043, 408681, 410570, 409741, AP, 410441 GNI, 410569, UBB,

PREPARED BY:

Whitney Gair

DATE:

11/8/2024

AUTHORIZED BY:

Debra Gair

DATE:

11/8/24

RECEIVED BY TREASURER:

D. Gair

DATE:

11-8-24

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-24

				01	01	01	01	01	02	03	04	
				Finance	General	Water	Workforce	Courthouse	Revenue	Road &	Human	Public
				Business	Fund	Resource Prot.	Impact Fees	Renovation	Clearing	Bridge	Services	Health
Balance	JE's	Description	Date	01 11900	01 11102	01 11103	01 11105	01 11106	02 11900	03 11900	04 11900	
	-	410096, STND1: VEHICLE/EQUIPMENT RENT	10/31/2024	(24,542.67)						(384.16)		
	-	410097, STND2: BUDGETED INTERFUND TRANSFERS	10/31/2024	46,017.53					(9,545.84)		(5,166.67)	
	-	410098, STND3: MAPPING SYSTEM CHARGES	10/31/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)	
	-	410099, STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2024	(3,880.82)					(390.83)	(637.50)	(825.00)	
	-	410100, STND5: COMPUTER SYSTEM CHARGES	10/31/2024	(22,467.35)					(1,783.33)	(2,279.17)	(4,812.50)	
	-	409575, FUEL TAX CLAIM 3Q	9/30/2024	(2,737.01)						11.12	10.38	
	-	409577, MOTORPOOL RENTS SEP	9/30/2024	(3,250.17)						(442.20)	(1,299.13)	
	-	408665, MATERIAL USAGE AUG	8/31/2024						(645.74)			
	-	409604, MATERIAL USAGE SEP	9/30/2024						(552.09)			
	-	408666, EQUIPMENT USAGE AUG	8/31/2024	(637.50)					(167,014.72)			
	-	409638, EQUIPMENT USAGE SEP	9/30/2024	(117.50)					(95,200.98)			
	-	408678, RECLASS PAYMENT FROM STATE PW	8/31/2024	(250,000.00)					250,000.00			
	-	410186, WEED RENT TO AIRPORT OCT	10/31/2024	(765.00)								
	-	408679, RECLASS	8/31/2024						(4,905.00)			
	-	410331, REC MED CHECKS OCTOBER	10/31/2024	(6,473.13)								
	-	409705, BUD TRANS 3Q FROM SAGE GROUSE	9/30/2024	5,231.93								
	-	410419, REC BERKLEY MED OCTOBER	10/31/2024									
	-	410420, COPIES BLACK OCT 2024	10/31/2024	(640.40)					(1.32)	(5.12)	(54.56)	
	-	410421, COPIES COLOR OCT 2024	10/31/2024	(5,830.57)					(1.62)	(8.46)	(74.34)	
	-	410422, POSTAGE USE OCT 2024	10/31/2024	(2,450.32)								
	-	410435, PUBLIC HEALTH PHOTOCOPY OCT	10/31/2024	(48.00)							(211.68)	
	-	410440, LANDFILL ALLOCATION OCTOBER	10/31/2024									
	-	410442, DHS RENT OCTOBER 2024	10/31/2024	11,739.00						(11,739.00)		
	-	411043, DHS RENT NOVEMBER 2024	11/30/2024	11,739.00						(11,739.00)		
	-	408681, CORRECT JULY HAS CONTRIBUTION	8/31/2024	(13,950.00)								
	-	410570, ADJUSTMENT FOR ISF-I CASH SHORTFALL	10/31/2024	(17,500.00)								
	-											
	-											
	-											
	-	409741, REVENUE CLEARING SEPTEMBER 2024	10/31/2024	241,001.58				(4,117,562.93)	770,823.39	139,983.94	97,801.42	
	-	REVENUE CLEARING OCTOBER 2024	10/31/2024									
	-	AP, AP CLEARING October	10/31/2024	(684,677.13)					(190,616.65)	(15,394.65)	(31,469.04)	
	-	LANDFILL INTERFUND CHARGES	10/31/2024									
	-	410441 GNI, Payroll Import October 24	10/31/2024	507,045.10					(156,296.00)	(166,927.65)	(137,535.14)	
	-	410569, NET PAYROLL TRANSFER (BMO TRF) October	10/31/2024	(1,432,119.59)								
	-	UBB,										
	-	TOTALS		(1,660,845.17)	-	-	-	(4,117,562.93)	392,193.52	(69,583.93)	(83,658.34)	

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-24**

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900
410096,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2024					(1,394.29)					
410097,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2024					(4,635.00)				1,675.00	
410098,	STND3: MAPPING SYSTEM CHARGES	10/31/2024					(22.08)					
410099,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2024					(308.33)					
410100,	STND5: COMPUTER SYSTEM CHARGES	10/31/2024					(1,608.33)					
409575,	FUEL TAX CLAIM 3Q	9/30/2024					1.68					
409577,	MOTORPOOL RENTS SEP	9/30/2024										
408665,	MATERIAL USAGE AUG	8/31/2024										
409604,	MATERIAL USAGE SEP	9/30/2024										
408666,	EQUIPMENT USAGE AUG	8/31/2024										
409638,	EQUIPMENT USAGE SEP	9/30/2024										
408678,	RECLASS PAYMENT FROM STATE PW	8/31/2024										
410186,	WEED RENT TO AIRPORT OCT	10/31/2024					765.00					
408679,	RECLASS	8/31/2024										
410331,	REC MED CHECKS OCTOBER	10/31/2024										
409705,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2024										(5,231.93)
410419,	REC BERKLEY MED OCTOBER	10/31/2024										
410420,	COPIES BLACK OCT 2024	10/31/2024					(7.64)					
410421,	COPIES COLOR OCT 2024	10/31/2024					(101.54)					
410422,	POSTAGE USE OCT 2024	10/31/2024										
410435,	PUBLIC HEALTH PHOTOCOPY OCT	10/31/2024										
410440,	LANDFILL ALLOCATION OCTOBER	10/31/2024										11,848.48
410442,	DHS RENT OCTOBER 2024	10/31/2024										
411043,	DHS RENT NOVEMBER 2024	11/30/2024										
408681,	CORRECT JULY HAS CONTRIBUTION	8/31/2024										
410570,	ADJUSTMENT FOR ISF-I CASH SHORTFALL	10/31/2024										
409741,	REVENUE CLEARING SEPTEMBER 2024	10/31/2024	9,410.48				704,977.65		746,160.10	72,968.94		
	REVENUE CLEARING OCTOBER 2024	10/31/2024										
AP,	AP CLEARING October	10/31/2024					(735,918.09)		(213,540.53)		(207.00)	
	LANDFILL INTERFUND CHARGES	10/31/2024										
410441 GNI,	Payroll Import October 24	10/31/2024					(83,796.32)					
410569,	NET PAYROLL TRANSFER (BMO TRF) October	10/31/2024										
UBB,												
TOTALS			9,410.48	-	-	-	(122,047.29)	-	532,619.57	72,968.94	1,468.00	6,616.55

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-24**

JE's	Description	Finance Business Date	34	43	50	50	51	51	52	52	52	70
			Risk Management 34 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900
410096,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2024			(386.28)		(1,456.45)		(16,237.15)			
410097,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2024			(3,749.58)		2,416.66		(5,538.54)			(916.67)
410098,	STND3: MAPPING SYSTEM CHARGES	10/31/2024					(661.50)					
410099,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2024							(37.50)			
410100,	STND5: COMPUTER SYSTEM CHARGES	10/31/2024					(350.00)		(445.83)			
409575,	FUEL TAX CLAIM 3Q	9/30/2024					60.07		171.92			
409577,	MOTORPOOL RENTS SEP	9/30/2024										
408665,	MATERIAL USAGE AUG	8/31/2024										
409604,	MATERIAL USAGE SEP	9/30/2024							(91.03)			
408666,	EQUIPMENT USAGE AUG	8/31/2024							(2,381.77)			
409638,	EQUIPMENT USAGE SEP	9/30/2024							(5,797.82)			
408678,	RECLASS PAYMENT FROM STATE PW	8/31/2024										
410186,	WEED RENT TO AIRPORT OCT	10/31/2024										
408679,	RECLASS	8/31/2024										
410331,	REC MED CHECKS OCTOBER	10/31/2024										
409705,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2024										
410419,	REC BERKLEY MED OCTOBER	10/31/2024										
410420,	COPIES BLACK OCT 2024	10/31/2024										
410421,	COPIES COLOR OCT 2024	10/31/2024										
410422,	POSTAGE USE OCT 2024	10/31/2024										
410435,	PUBLIC HEALTH PHOTOCOPY OCT	10/31/2024										
410440,	LANDFILL ALLOCATION OCTOBER	10/31/2024							(47,486.80)	7,483.58	28,154.74	
410442,	DHS RENT OCTOBER 2024	10/31/2024										
411043,	DHS RENT NOVEMBER 2024	11/30/2024										
408681,	CORRECT JULY HAS CONTRIBUTION	8/31/2024										
410570,	ADJUSTMENT FOR ISF-I CASH SHORTFALL	10/31/2024										
409741,	REVENUE CLEARING SEPTEMBER 2024	10/31/2024							1,111.34			100,000.00
	REVENUE CLEARING OCTOBER 2024	10/31/2024										
AP,	AP CLEARING October	10/31/2024		(1,982.81)	(109,367.57)		(2,967.68)		(38,454.86)			(1,118,842.34)
	LANDFILL INTERFUND CHARGES	10/31/2024										
410441 GNI,	Payroll Import October 24	10/31/2024			(4,151.00)		(13,236.14)		(54,162.70)			
410569,	NET PAYROLL TRANSFER (BMO TRF) October	10/31/2024										
UBB,												
TOTALS			-	(1,982.81)	(117,654.43)	-	(16,195.04)	-	(169,350.74)	7,483.58	28,154.74	(1,019,759.01)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-24

JE's	Description	Finance Business Date	70	71	71	72	80	82	90	90	91	92
			Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900
410096,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2024					44,557.25	(156.25)				
410097,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2024					(8,108.76)	(7,638.02)			(3,708.44)	(1,101.67)
410098,	STND3: MAPPING SYSTEM CHARGES	10/31/2024						13,935.64				
410099,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2024					(37.50)	6,154.98				
410100,	STND5: COMPUTER SYSTEM CHARGES	10/31/2024					(595.83)	34,538.17				
409575,	FUEL TAX CLAIM 3Q	9/30/2024					2,481.84					
409577,	MOTORPOOL RENTS SEP	9/30/2024					4,991.50					
408665,	MATERIAL USAGE AUG	8/31/2024					645.74					
409604,	MATERIAL USAGE SEP	9/30/2024					643.12					
408666,	EQUIPMENT USAGE AUG	8/31/2024					170,033.99					
409638,	EQUIPMENT USAGE SEP	9/30/2024					101,116.30					
408678,	RECLASS PAYMENT FROM STATE PW	8/31/2024										
410186,	WEED RENT TO AIRPORT OCT	10/31/2024										
408679,	RECLASS	8/31/2024					4,905.00					
410331,	REC MED CHECKS OCTOBER	10/31/2024							(423,300.83)	429,773.96		
409705,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2024										
410419,	REC BERKLEY MED OCTOBER	10/31/2024							13,798.05	(13,798.05)		
410420,	COPIES BLACK OCT 2024	10/31/2024						709.04				
410421,	COPIES COLOR OCT 2024	10/31/2024						6,016.53				
410422,	POSTAGE USE OCT 2024	10/31/2024						2,450.32				
410435,	PUBLIC HEALTH PHOTOCOPY OCT	10/31/2024						259.68				
410440,	LANDFILL ALLOCATION OCTOBER	10/31/2024										
410442,	DHS RENT OCTOBER 2024	10/31/2024										
411043,	DHS RENT NOVEMBER 2024	11/30/2024										
408681,	CORRECT JULY HAS CONTRIBUTION	8/31/2024							13,950.00			
410570,	ADJUSTMENT FOR ISF-I CASH SHORTFALL	10/31/2024					17,500.00					
409741,	REVENUE CLEARING SEPTEMBER 2024	10/31/2024		11,797.00							522,130.13	699,396.96
	REVENUE CLEARING OCTOBER 2024	10/31/2024										
AP,	AP CLEARING October	10/31/2024		(4,317.27)			(268,179.28)	(9,232.27)	(46,908.08)		(250,316.34)	(323,375.42)
	LANDFILL INTERFUND CHARGES	10/31/2024										
410441 GNI,	Payroll Import October 24	10/31/2024		(832.92)			(71,496.59)	(45,879.62)	232,508.85			
410569,	NET PAYROLL TRANSFER (BMO TRF) October	10/31/2024										
UBB,												
	TOTALS		-	6,646.81	-	-	(1,543.22)	1,158.20	(209,952.01)	415,975.91	268,105.35	374,919.87

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-24

JE's	Description	Finance Business Date	93	95	95
			Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
410096,	STND1: VEHICLE/EQUIPMENT RENT	10/31/2024			
410097,	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2024			
410098,	STND3: MAPPING SYSTEM CHARGES	10/31/2024			
410099,	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2024	(37.50)		
410100,	STND5: COMPUTER SYSTEM CHARGES	10/31/2024	(195.83)		
409575,	FUEL TAX CLAIM 3Q	9/30/2024			
409577,	MOTORPOOL RENTS SEP	9/30/2024			
408665,	MATERIAL USAGE AUG	8/31/2024			
409604,	MATERIAL USAGE SEP	9/30/2024			
408666,	EQUIPMENT USAGE AUG	8/31/2024			
409638,	EQUIPMENT USAGE SEP	9/30/2024			
408678,	RECLASS PAYMENT FROM STATE PW	8/31/2024			
410186,	WEED RENT TO AIRPORT OCT	10/31/2024			
408679,	RECLASS	8/31/2024			
410331,	REC MED CHECKS OCTOBER	10/31/2024			
409705,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2024			
410419,	REC BERKLEY MED OCTOBER	10/31/2024			
410420,	COPIES BLACK OCT 2024	10/31/2024			
410421,	COPIES COLOR OCT 2024	10/31/2024			
410422,	POSTAGE USE OCT 2024	10/31/2024			
410435,	PUBLIC HEALTH PHOTOCOPY OCT	10/31/2024			
410440,	LANDFILL ALLOCATION OCTOBER	10/31/2024			
410442,	DHS RENT OCTOBER 2024	10/31/2024			
411043,	DHS RENT NOVEMBER 2024	11/30/2024			
408681,	CORRECT JULY HAS CONTRIBUTION	8/31/2024			
410570,	ADJUSTMENT FOR ISF-I CASH SHORTFALL	10/31/2024			
409741,	REVENUE CLEARING SEPTEMBER 2024	10/31/2024			
	REVENUE CLEARING OCTOBER 2024	10/31/2024			
AP,	AP CLEARING October	10/31/2024		4,045,767.01	
	LANDFILL INTERFUND CHARGES	10/31/2024			
410441 GNI,	Payroll Import October 24	10/31/2024	(5,239.87)		
410569,	NET PAYROLL TRANSFER (BMO TRF) October	10/31/2024			1,432,119.59
UBB,					
TOTALS			(5,473.20)	4,045,767.01	1,432,119.59

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: September 2024 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2024 Sales Tax and Local Marketing Tax Reports

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 11/14/2024

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

	Gunnison County, Colorado Total Taxable Sales For the Year Ended 12/31/2024														
	Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	
	City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698				\$	192,988,019
	Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245				\$	128,055,013
	Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768				\$	51,065,967
	Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307				\$	2,541,870
	Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610				\$	1,989,364
	Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857				\$	187,013,508
	TOTAL TAXABLE SALES	\$ 57,236,655	\$ 60,109,302	\$ 61,487,173	\$ 38,223,329	\$ 47,259,056	\$ 69,379,456	\$ 82,740,308	\$ 76,385,977	\$ 70,832,485	\$ -	\$ -	\$ -	\$	563,653,741
	Computed 1% Sales Tax	\$ 572,367	\$ 601,093	\$ 614,872	\$ 382,233	\$ 472,591	\$ 693,795	\$ 827,403	\$ 763,860	\$ 708,325	\$ -	\$ -	\$ -	\$	5,636,537
	% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%					

	Gunnison County, Colorado Total Taxable Sales For the Year Ended 12/31/2023														
	Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	
	City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	\$	257,556,501
	Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	\$	164,545,060
	Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	\$	65,082,524
	Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	\$	3,136,316
	Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	\$	2,241,089
	Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	\$	232,911,141
	TOTAL TAXABLE SALES	\$ 55,756,070	\$ 58,454,881	\$ 65,630,349	\$ 39,026,774	\$ 45,260,991	\$ 64,125,619	\$ 86,056,769	\$ 78,695,446	\$ 69,146,416	\$ 52,318,908	\$ 47,353,385	\$ 63,647,023	\$	725,472,631
	Computed 1% Sales Tax	\$ 557,561	\$ 584,549	\$ 656,303	\$ 390,268	\$ 452,610	\$ 641,256	\$ 860,568	\$ 786,954	\$ 691,464	\$ 523,189	\$ 473,534	\$ 636,470	\$	7,254,726
	% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%		3.98%

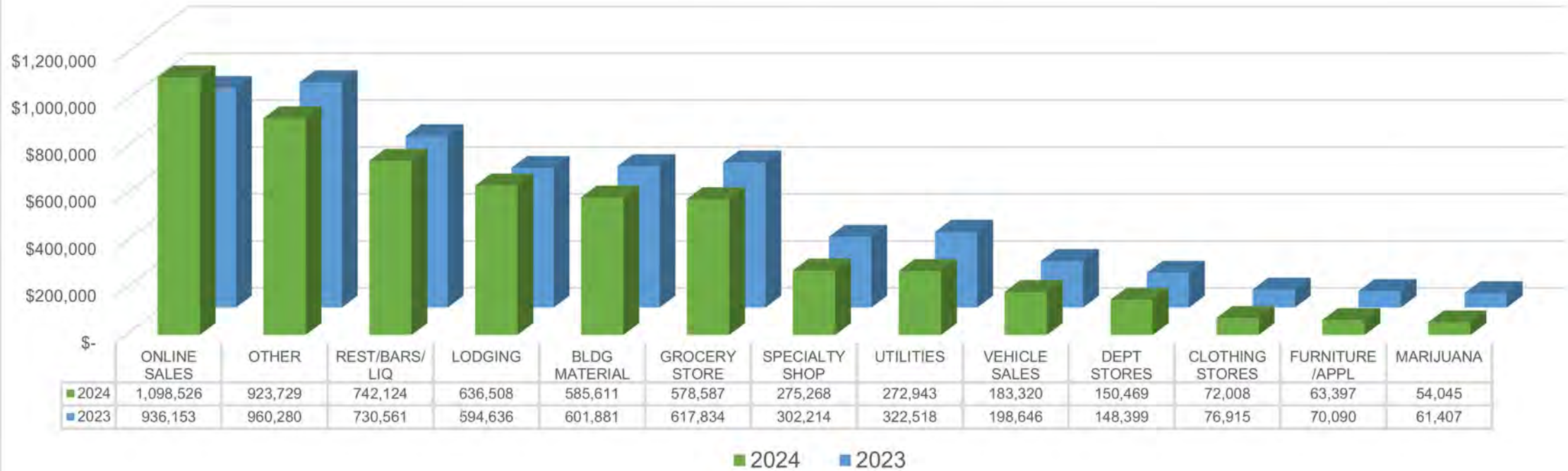
	Gunnison County, Colorado Total Taxable Sales For the Year Ended 12/31/2022														
	Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL	
	City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	\$	265,320,617
	Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	\$	171,796,601
	Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	\$	64,035,757
	Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	\$	3,521,647
	Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	\$	1,635,974
	Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	\$	191,389,244
	TOTAL TAXABLE SALES	\$ 51,780,854	\$ 53,542,844	\$ 63,450,637	\$ 39,284,953	\$ 44,795,580	\$ 67,927,181	\$ 77,114,392	\$ 75,162,879	\$ 65,908,121	\$ 51,098,739	\$ 45,518,231	\$ 62,115,429	\$	697,699,840
	Computed 1% Sales Tax	\$ 517,809	\$ 535,428	\$ 634,506	\$ 392,850	\$ 447,956	\$ 679,272	\$ 771,144	\$ 751,629	\$ 659,081	\$ 510,987	\$ 455,182	\$ 621,154	\$	6,976,998
	% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%	2.88%	8.58%	7.44%	11.76%		12.80%



GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

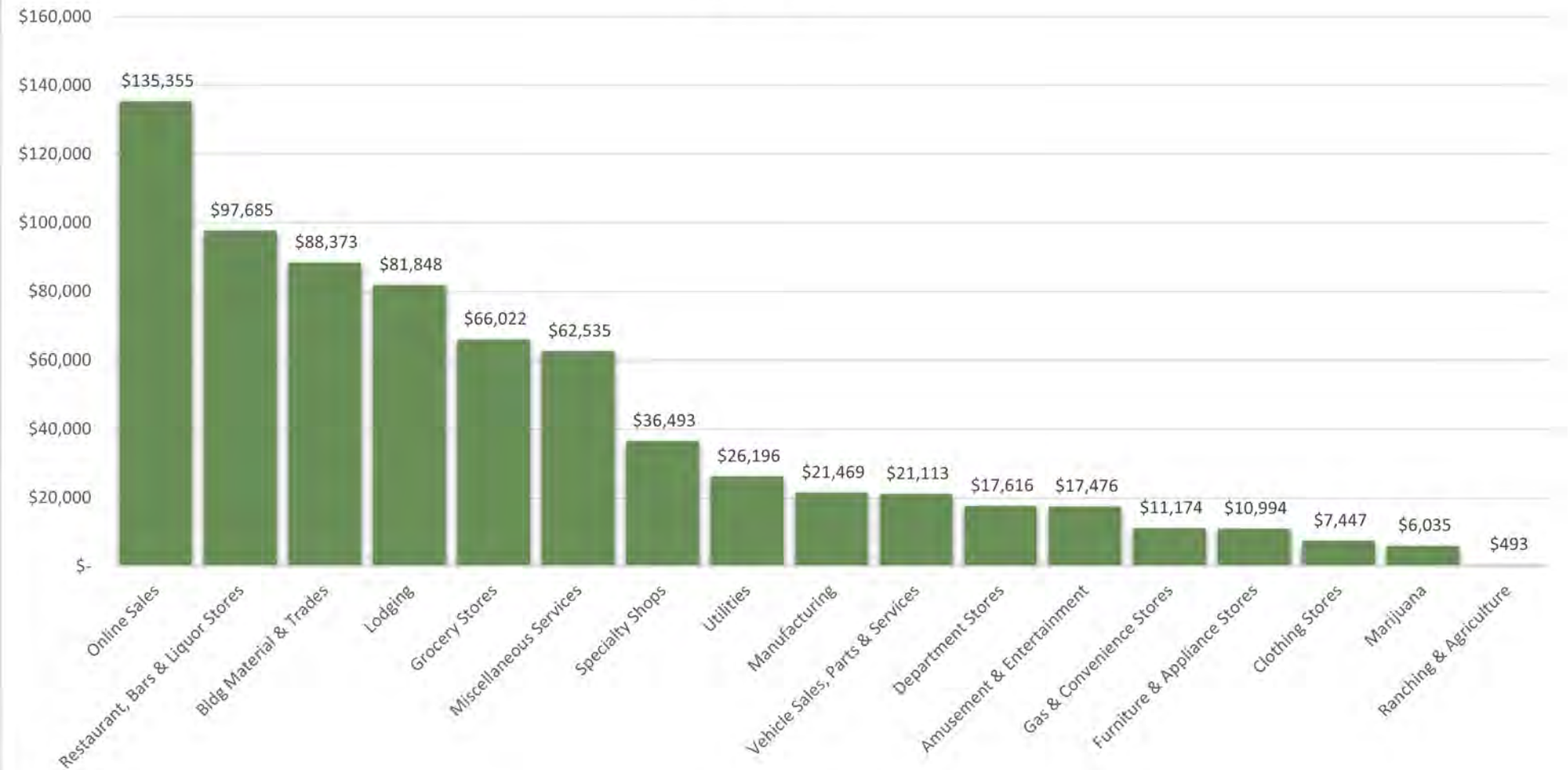
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
2024	Current Month TOTAL																
	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264				\$ 3,522,549	\$ 3,522,549	\$ 4,207,000	
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%					1.83%	83.73%	
2023	Current Month TOTAL																
	COUNTY REVENUE	\$ 324,932	\$ 340,144	\$ 389,749	\$ 241,989	\$ 280,294	\$ 399,947	\$ 530,432	\$ 497,880	\$ 454,007	\$ 334,331	\$ 303,664	\$ 398,619	\$ 4,495,987	\$ 3,459,373	\$ 3,940,000	
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		8.07%	87.80%	
2022	Current Month TOTAL																
	COUNTY REVENUE	\$ 292,878	\$ 297,417	\$ 362,083	\$ 230,107	\$ 269,740	\$ 424,310	\$ 465,675	\$ 452,474	\$ 406,304	\$ 319,128	\$ 284,705	\$ 378,280	\$ 4,183,101	\$ 3,200,988	\$ 3,406,600	
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		17.62%	93.96%	
2021	Current Month TOTAL																
	COUNTY REVENUE	\$ 233,764	\$ 257,877	\$ 290,061	\$ 199,332	\$ 232,968	\$ 360,366	\$ 410,033	\$ 364,718	\$ 372,329	\$ 273,281	\$ 250,647	\$ 326,389	\$ 3,571,764	\$ 2,721,448	\$ 3,406,600	
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		27.97%	79.89%	
2020	Current Month TOTAL																
	COUNTY REVENUE	\$ 211,645	\$ 216,061	\$ 168,955	\$ 143,089	\$ 170,460	\$ 251,544	\$ 335,046	\$ 304,309	\$ 325,465	\$ 238,366	\$ 205,332	\$ 299,015	\$ 2,869,287	\$ 2,126,574	\$ 2,364,672	
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.27%	89.93%	
2019	Current Month TOTAL																
	COUNTY REVENUE	\$ 170,068	\$ 166,941	\$ 175,741	\$ 132,172	\$ 142,698	\$ 237,026	\$ 315,888	\$ 272,816	\$ 247,731	\$ 201,760	\$ 179,764	\$ 260,373	\$ 2,502,978	\$ 1,861,082	\$ 2,110,144	
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.64%	88.20%	
2018	Current Month TOTAL																
	COUNTY REVENUE	\$ 158,998	\$ 147,877	\$ 168,535	\$ 120,215	\$ 143,035	\$ 214,044	\$ 282,457	\$ 233,448	\$ 276,580	\$ 159,001	\$ 125,311	\$ 194,760	\$ 2,224,261	\$ 1,745,190	\$ 1,924,050	
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.62%	90.70%	
2017	Current Month TOTAL																
	COUNTY REVENUE	\$ 139,392	\$ 147,047	\$ 175,495	\$ 96,225	\$ 115,279	\$ 183,923	\$ 225,052	\$ 239,240	\$ 200,934	\$ 141,366	\$ 116,836	\$ 182,356	\$ 1,963,146	\$ 1,522,588	\$ 1,838,400	
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		1.95%	82.82%	
2016	Current Month TOTAL																
	COUNTY REVENUE	\$ 125,157	\$ 162,979	\$ 157,480	\$ 104,370	\$ 109,392	\$ 180,729	\$ 236,845	\$ 228,536	\$ 188,024	\$ 120,348	\$ 95,628	\$ 172,116	\$ 1,881,604	\$ 1,493,513	\$ 1,838,000	
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		8.23%	81.26%	
2015	Current Month TOTAL																
	COUNTY REVENUE	\$ 126,679	\$ 125,795	\$ 150,379	\$ 85,652	\$ 102,664	\$ 165,071	\$ 230,768	\$ 195,968	\$ 196,937	\$ 113,088	\$ 100,454	\$ 165,123	\$ 1,758,576	\$ 1,379,912	\$ 1,590,000	
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.85%	86.79%	
2014	Current Month TOTAL																
	COUNTY REVENUE	\$ 111,194	\$ 111,264	\$ 135,936	\$ 79,960	\$ 99,520	\$ 148,591	\$ 217,272	\$ 182,558	\$ 181,453	\$ 107,835	\$ 96,183	\$ 151,916	\$ 1,623,681	\$ 1,267,747	\$ 1,472,000	
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		8.10%	86.12%	
2013	Current Month TOTAL																
	COUNTY REVENUE	\$ 110,324	\$ 106,514	\$ 130,684	\$ 75,429	\$ 91,528	\$ 141,300	\$ 202,863	\$ 166,649	\$ 147,509	\$ 108,617	\$ 90,260	\$ 138,428	\$ 1,510,104	\$ 1,172,800	\$ 1,425,560	
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.36%	82.27%	
2012	Current Month TOTAL																
	COUNTY REVENUE	\$ 92,941	\$ 110,679	\$ 116,281	\$ 77,835	\$ 94,048	\$ 145,374	\$ 181,344	\$ 141,276	\$ 132,637	\$ 96,096	\$ 88,302	\$ 131,132	\$ 1,407,945	\$ 1,092,415	\$ 1,329,266	
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.52%	82.18%	
2011	Current Month TOTAL																
	COUNTY REVENUE	\$ 98,484	\$ 99,063	\$ 119,211	\$ 71,572	\$ 81,078	\$ 119,386	\$ 177,640	\$ 157,047	\$ 131,749	\$ 91,514	\$ 85,637	\$ 141,761	\$ 1,374,141	\$ 1,055,229	\$ 1,314,611	

2023/2024 YTD Industry Comparison as of September 2024



Taxes By Industry

September 2024





Taxes by Industry and Jurisdiction

September 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	153	5,356	7,734	76	1,904	1	-	3	-	2,248	0	-	\$ 17,476
Bldg Material & Trades	44	30,667	45,048	77	1,320	5	-	28	21	10,108	1,055	-	\$ 88,373
Clothing Stores	1	4,907	2,197	2	291	17	0	4	-	27	2	-	\$ 7,447
Department Stores	-	-	17,616	-	-	-	-	-	-	-	-	-	\$ 17,616
Furniture & Appliance Stores	-	6,813	2,277	91	296	11	-	-	-	1,505	0	-	\$ 10,994
Grocery Stores	-	13,951	51,486	-	2	-	-	-	-	582	0	-	\$ 66,022
Lodging	5,555	13,644	17,953	1,274	24,146	6	-	1,843	13	17,307	106	-	\$ 81,848
Manufacturing	2	3,573	10,765	129	1,104	109	3	116	0	4,204	1,464	-	\$ 21,469
Marijuana	-	2,196	3,839	-	-	-	-	-	-	-	-	-	\$ 6,035
Miscellaneous Services	-	13,390	20,373	777	9,615	655	-	665	-	14,684	2,377	-	\$ 62,535
Online Sales	-	-	-	-	-	-	-	-	-	135,355	-	-	\$ 135,355
Ranching & Agriculture	-	345	143	-	2	-	-	-	-	3	-	-	\$ 493
Specialty Shops	19	10,753	15,637	263	307	12	-	59	2	8,738	704	-	\$ 36,493
Utilities	1,572	3,795	6,255	157	3,276	205	1	273	-	10,642	20	-	\$ 26,196
Vehicle Sales, Parts & Services	9	1,149	15,289	32	67	-	-	168	-	4,333	65	-	\$ 21,113
Restaurant, Bars & Liquor Stores	-	53,701	34,870	3,224	1,818	-	-	63	-	4,010	-	-	\$ 97,685
Gas & Convenience Stores	-	1,034	8,255	-	-	-	-	354	-	333	1,198	-	\$ 11,174
Grand Total	\$ 7,355	\$ 165,272	\$ 259,737	\$ 6,103	\$ 44,148	\$ 1,020	\$ 4	\$ 3,576	\$ 37	\$ 214,080	\$ 6,992	\$ -	\$ 708,325



Taxes by Industry and Jurisdiction

YTD through September 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	4,124	70,759	59,813	98	54,272	6	-	55	-	32,647	3	-	\$ 221,777
Bldg Material & Trades	187	184,449	299,470	552	9,507	265	-	1,301	73	82,950	6,856	-	\$ 585,611
Clothing Stores	1	45,549	14,888	18	11,015	26	0	17	1	490	3	-	\$ 72,008
Department Stores	3	3	150,460	-	-	-	-	-	2	1	-	-	\$ 150,469
Furniture & Appliance Stores	-	30,610	17,512	494	1,229	30	-	72	-	13,028	424	-	\$ 63,397
Grocery Stores	-	131,840	444,086	(0)	45	-	-	-	-	2,615	0	-	\$ 578,587
Lodging	31,494	100,716	98,547	4,596	266,402	326	-	6,899	3,630	123,512	387	-	\$ 636,508
Manufacturing	237	37,766	37,544	258	4,550	122	5	212	0	13,793	19,734	-	\$ 114,222
Marijuana	-	21,473	32,572	-	-	-	-	-	-	-	-	-	\$ 54,045
Miscellaneous Services	19,088	118,364	126,812	1,783	90,500	2,475	7	2,838	0	126,008	10,602	0	\$ 498,478
Online Sales	-	-	-	-	-	-	-	-	-	1,098,526	0	-	\$ 1,098,526
Ranching & Agriculture	-	1,095	723	1	2	-	-	-	-	18	-	-	\$ 1,837
Specialty Shops	66	78,325	116,304	1,627	3,781	68	93	932	7	66,615	7,404	46	\$ 275,268
Utilities	11,201	39,031	62,686	1,601	43,767	1,172	13	2,196	0	109,166	2,110	-	\$ 272,943
Vehicle Sales, Parts & Services	10	15,101	129,009	275	286	3	-	1,870	1	36,001	764	-	\$ 183,320
Restaurant, Bars & Liquor Stores	-	393,655	281,103	14,116	25,303	-	-	725	-	27,213	10	-	\$ 742,124
Gas & Convenience Stores	9	11,815	58,351	-	-	-	-	2,778	-	4,564	9,897	-	\$ 87,414
Grand Total	\$ 66,422	\$ 1,280,550	\$ 1,929,880	\$ 25,419	\$ 510,660	\$ 4,493	\$ 118	\$ 19,894	\$ 3,715	\$ 1,737,148	\$ 58,194	\$ 46	\$ 5,636,537



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR 2024		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00					
	Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00	5,321.48	3,695.00	2,715.00	7,583.00					
	Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00	333,358.98	522,970.00	419,601.88	427,044.00					
	Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00					
	Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90					
	Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ 327,920.32	\$ 527,404.17	\$ 423,718.24	\$ 435,261.90	\$ -	\$ -	\$ -	\$ 3,185,813.83	\$ 3,185,813.83
% Change over previous year (cumulative)		-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%					
YEAR 2023		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
	Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
	Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 2,902,307.89
% Change over previous year (cumulative)		-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%	-1.38%	
YEAR 2022		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 3,005,741.76
% Change over previous year (cumulative)		28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
YEAR 2021		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,839,754.87
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
YEAR 2020		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,900,142.78
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,791,267.68
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date

	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
% Change over previous year (cumulative)	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,786,042.60
		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
% Change over previous year (cumulative)	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,564,186.83
		-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
% Change over previous year (cumulative)	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,458,123.61
		48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015	Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
	Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
	Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
% Change over previous year (cumulative)	Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,300,832.40
		452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date



LMD Taxes by Jurisdiction

YTD through September 2024

YEAR 2024	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	2,446	70,997	22,957	233	402	455	272	-	164,641	39,918	455	\$ 302,776
February	4,243	71,490	22,597	495	36	116	230	-	305,295	55,519	819	\$ 460,840
March	3,549	79,674	36,929	1,071	67	253	208	-	292,509	69,623	664	\$ 484,547
April	1,646	14,439	9,361	378	132	4	461	-	45,906	21,189	608	\$ 94,124
May	8,931	13,019	35,418	1,125	26	183	788	-	39,698	29,604	430	\$ 129,222
June	26,714	58,935	59,049	5,321	57	982	3,814		108,867	74,951	(10,770)	\$ 327,920
July	33,710	95,784	71,044	3,695	296	534	2,265	-	209,912	109,435	729	\$ 527,404
August	27,722	78,292	60,648	2,715	305	542	617		134,312	117,745	820	\$ 423,718
September	14,683	81,695	66,315	6,604	60	2,406	334	-	173,552	88,970	609	\$ 435,228
October												\$ -
November												\$ -
December												\$ -
Grand Total	\$ 123,644	\$ 564,325	\$ 384,318	\$ 21,637	\$ 1,381	\$ 5,475	\$ 8,989	\$ -	\$ 1,474,692	\$ 606,954	\$ (5,635)	\$ 3,185,780



LMD Taxes by Jurisdiction

YTD through September 2023

YEAR 2023	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	3,665	80,485	20,102	584		228	273	531	173,293	39,316	297	\$ 318,774
February	4,045	86,575	18,630	(362)	29	317	58	177	183,692	34,080	424	\$ 327,665
March	2,894	97,052	36,773	926	55	126	224	27	253,661	40,929	446	\$ 433,113
April	1,496	20,093	14,004	318	37	231	643		44,832	14,634	386	\$ 96,674
May	8,539	18,676	22,552	600	161	124	488	9	46,901	25,992	443	\$ 124,485
June	20,567	57,031	64,907	2,512	196	761	5,070		78,627	72,486	(9,893)	\$ 292,264
July	36,771	125,482	58,596	2,919	482	1,490	5,520		158,286	108,854	65	\$ 498,465
August	31,979	85,149	64,356	1,950	324	592	606		104,205	67,382	830	\$ 357,373
September	20,666	86,059	89,441	5,775	221	3,711	549		169,130	77,218	726	\$ 453,496
October												\$ -
November												\$ -
December												\$ -
Grand Total	\$ 130,622	\$ 656,602	\$ 389,361	\$ 15,222	\$ 1,505	\$ 7,580	\$ 13,431	\$ 744	\$ 1,212,627	\$ 480,891	\$ (6,277)	\$ 2,902,308

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present monthly and investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐

Consent Agenda

☒

Regular Agenda

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Worksession

Time Allotted: 1

Agenda Date: 11/19/2024

Gunnison County Treasurer						
InvestMonthlyent Report						
31-Oct-24						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	37,168.75			Cash	
BMO	1101	1,059,337.12	0.00%		Chkg	
BMO CC	1103	133,437.08	0.00%		Chkg	
BMO MM	1104	201,931.54	3.75%		MM	
BMO Sheriff Account	1109	43,718.39	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,147,686.90	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	2,636,613.43	0.00%		Chkg	
Colotrust Plus	1118	2,441,907.20	5.02%		Pool	
C-Safe	1121	1,492,975.10	5.09%		Pool	
Community Banks of Colorado MM	1320	875,826.12	3.05%		MM	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	618,905.63	1.99%			
TOTAL CASH AND CHECKING		10,843,668.94		23.77%		
INVESTMonthlyENTS						
Raymond James Bank	1293	232,245.79	1.85%		CD	11/26/24
Redstone Bank	1449	246,046.06	5.12%		CD	12/15/24
Community Bank 1715	1159	257,013.32	4.89%		CD	12/22/24
FHLB AMTQ5	1236	323,214.50	0.50%		AG	12/30/24
FHLB AQ5F6	1224	465,480.00	1.10%		AG	12/30/24
Morgan Stanley RRB	1338	231,988.29	1.90%		CD	1/2/25
Gunnison Bank and Trust	1283	269,370.99	2.00%		CD	1/27/25
Western States Bank	1309	526,763.31	4.35%		CD	2/17/25
InBank Bank 9156	1402	232,698.24	3.88%		CD	3/21/25
FHLB AR6F3	1219	471,560.00	2.00%		AG	3/24/25
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	4/15/25
FHLB ALW26	1237	457,480.00	0.75%		AG	4/22/25
FFCB EMZV5	1233	456,750.00	0.73%		AG	5/19/25
Park State Bank VAB7	1265	224,038.53	0.90%		CD	5/22/25
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	6/19/25
FHLMC GXXR0	1211	488,045.00	3.32%		AG	6/30/25
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	6/30/25
FHLB ASGP8	1215	499,035.00	4.10%		AG	7/14/25
FHLMC GXZT4	1216	490,210.00	4.00%		AG	7/14/25
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	7/22/25
Synchrony Bank EXB81	1208	237,908.96	3.40%		CD	7/29/25
FHLB ALM43	1241	451,300.00	0.75%		AG	9/30/25
FHLB AR7M7	1221	466,835.00	2.00%		AG	9/30/25
JP Morgan UNC9	1250	218,417.50	0.40%		CD	9/30/25
FHLMC GXAP9	1248	448,370.00	0.60%		AG	11/12/25
FAMC 283F5	1246	268,851.00	0.60%		AG	11/20/25
FHLB AMTZ5	1235	314,405.00	0.75%		AG	11/28/25
FFCB EMJT0	1245	438,456.90	0.60%		AG	12/9/25
FHLB AQF84	1223	456,205.00	1.00%		AG	12/30/25
FHLB AKWS1	1243	442,880.00	0.53%		AG	2/17/26
FHLB ALA53	1244	443,540.00	0.60%		AG	2/25/26
US Treasury 2CBQ3	1218	446,055.00	0.50%		T	2/28/26
Ally Bank GM42	1191	245,000.00	5.05%		CD	3/23/26
FHLB ALMM3	1242	448,120.00	1.00%		AG	3/30/26
FHLB ALV68	1240	448,560.00	1.03%		AG	3/30/26
FHLB ALW67	1238	448,735.00	1.10%		AG	4/22/26
FHLB AMDV1	1236	447,380.00	1.05%		AG	5/12/26
FHLB AMDY5	1235	446,545.00	1.00%		AG	5/20/26
FHLB AMJN3	1234	447,040.00	1.03%		AG	5/26/26
US Treasury CCF68	1210	446,465.00	0.75%		T	5/31/26
Discover Bank 3N361	1209	237,220.02	3.45%		CD	7/29/26
FHLB ANG95	1227	446,265.00	1.25%		AG	8/24/26
FHLB ANJK7	1229	881,350.00	0.875%		AG	8/25/26
FFCB ENN89	1200	called				
FHLB ATB55	1204	492,915.00	4.00%		AG	9/29/26
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	9/30/26
FHLB APH40	1226	440,915.00	1.06%		AG	10/21/26
FHLB APLK9	1225	444,085.00	1.28%		AG	10/28/26
FHLB AUN59	1196	called				
US Treasury 8Z781	1222	451,875.00	1.50%		T	1/31/27
FHLB AUWR1	1193	500,000.00	5.25%		AG	2/23/27
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	3/29/27
FHLB ARC33	1220	549,798.00	2.30%		AG	3/29/27
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	3/30/27
FHLB AVKD3	1176	called				
FHLMC GYBP2	1173	called				
FHLB ARUR0	1217	473,410.00	3.20%		AG	5/10/27
FHLMC GYTW2	1168	500,000.00	5.30%		AG	6/14/27
American Express AD582	1214	236,160.15	3.40%		CD	6/29/27
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	6/29/27
FHLMC GXYD0	1212	484,060.00	3.25%		AG	6/30/27
FHLMC GYVX7	1167	called				
FHLMC GXN91	1207	686,035.50	4.00%		AG	8/24/27
FHLMC GYQL9	1171	500,000.00	5.38%		AG	11/3/27
FFCB EPJ309	1491	250,000.00	5.38%		AG	12/6/27
FHLB AUUA0	1194	500,000.00	5.00%		AG	2/9/28
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	2/14/28
FHLB AVK50	1175	500,000.00	5.00%		AG	4/24/28
FHLB AVQF2	1172	500,000.00	5.00%		AG	4/24/28
FHLB AVLU4	1174	500,000.00	4.85%		AG	4/25/28
FHLBB AW5X4	1170	called				
FHLMC GYT77	1169	500,656.25	5.25%		AG	6/5/28
FHLMC GYZ35	1164	498,000.00	5.25%		AG	8/9/28
FFCE EPYE96	1157	called				
Morgan Stanley DGT9	1488	243,000.00	5.05%		CD	11/8/28
FHLMC H1LB7	1490	500,291.67	5.25%		AG	12/4/28
FHLB AXXH6	1154	550,000.00	5.00%		AG	12/6/28
FHLMC H1RN5	1493	250,473.96	5.25%		AG	2/7/29
FFCB EP6X8	1494	500,000.00	5.37%		AG	4/2/29
FFCB ERCW9	1495	500,000.00	5.63%		AG	4/30/29
FHLB 1AC1	1496	600,088.33	5.30%		AG	5/1/29
FFCB ERF10	1497	500,000.00	5.52%		AG	5/29/29
FHLMC H1X57	1498	548,181.94	5.00%		AG	6/12/29
FNMA GAUJ8	1499	282,816.19	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	497,638.89	4.00%		AG	9/13/29
FFCB ERVL2	1501	1,000,000.00	4.62%		AG	10/1/29
FHLB B33X9	1502	500,437.50	4.50%		AG	10/9/29
FHLMC HAQR7	1504	500,452.08	4.65%		AG	10/9/29
FHLB B38B8	1503	500,000.00	5.00%		AG	10/22/29
FHLB B3F99	1505	500,000.00	5.05%		AG	10/30/29
TOTAL INVESTMENTS		34,768,098.71		76.23%		
Cash per Treasurer's Ledger		45,611,767.65		100.00%		
Plus Pending Disbursements		4,908.75				
Total Due to All Funds		45,616,676.40				

TREASURER'S MONTHLY REPORT FOR OCTOBER 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	9,810,969.14	502,765.03	(1,857,588.99)	8,456,145.18
Due from Tre-Road & Bridge	3,897,856.21	456,622.62	(286.60)	4,354,192.23
Due from Tre-Human Services	848,197.07	40,120.02	(69,589.34)	818,727.75
Due from Tre-Public Health Agency	75,662.88	26,181.91	(83,919.46)	17,925.33
Due from Tre-Conservation Trust	296,785.17	10,621.08	-	307,406.25
Due from Tre-Bond Fund	2,399,452.55	9,486.66	-	2,408,939.21
Due from Tre-Airport	1,232,089.06	74,836.90	(123,687.89)	1,183,238.07
Due from Tre-Sales Tax	2,706,899.15	549,986.14	(45.41)	3,256,839.88
Due from Tre-Land Preservation	1,909,557.59	80,807.21	-	1,990,364.80
Due from Tre-Mosquito	27,059.14	1,736.58	(19.84)	28,775.88
Due from Tre-Sage Grouse	370,029.56	8,105.69	-	378,135.25
Due from Tre-Risk Management	6,293.61	24.88	-	6,318.49
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	43,745.40	165.12	(1,982.81)	41,927.71
Due from Tre-Sewer	1,213,470.20	176,216.07	(119,358.82)	1,270,327.45
Due from Tre-Water	803,556.85	3,423.33	(16,195.04)	790,785.14
Due from Tre-Solid Waste	530,557.45	175,146.69	(171,081.13)	534,623.01
Due from Tre-Housing Authority	2,518,309.54	62,503.88	(1,020,322.60)	1,560,490.82
Due from Tre-Gunn Sr Housing	194,774.27	7,443.16	-	202,217.43
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	2,319.60	3.07	(1,543.22)	779.45
Due from Tre-Internal Service II	176,802.70	1,849.94	(3,000.00)	175,652.64
Due from Tre-Insurance Trust	2,455,947.64	10,388.44	(209,952.01)	2,256,384.07
Due from Tre-Local Marketing District	1,076,586.38	273,421.83	-	1,350,008.21
Due from Tre-Rural Trans Auth	3,970,558.78	398,483.66	(63.58)	4,368,978.86
Due from Tre-Public Trustee Agency	8,037.31	-	(5,473.20)	2,564.11
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	12,463.71	(12,463.71)	-
Due from Tre-Health Claims	141,793.85	430,473.96	(391,472.56)	180,795.25
Due from Tre-Landfill Closure	1,340,045.62	12,811.28	-	1,352,856.90
Due from Tre-Landfill Cons Resv	1,811,354.80	35,427.57	-	1,846,782.37
Due from Tre-Payroll Clearing	7,314.97	1,432,119.59	(1,433,434.56)	6,000.00
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	14,137.09	55.89	-	14,192.98
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	893,716.41	6,758,128.80	(6,680,177.81)	971,667.40
Due from Tre-Finance Revenue Clearing	4,161,897.61	3,410,431.55	(4,117,562.93)	3,454,766.23
Due from Tre-Water Resource	49,632.31	196.23	-	49,828.54
Due from Tre-Workforce Impact Fees	397,565.70	1,571.85	-	399,137.55
Due from Tre-Living Community	6,119.14	2,668.94	(6,132.06)	2,656.02
COUNTY FUNDS TOTAL	45,994,991.64	14,966,689.28	(16,325,353.57)	44,636,327.35
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	10,686.96	7,178.30	(10,696.93)	7,168.33
Due from Tre-Crested Butte Street/Alley	4,419.06	1,083.85	(4,451.59)	1,051.32
Due from Tre-Gunnison City General	11,435.91	5,759.04	(11,497.03)	5,697.92
Due from Tre-Marble General	1,412.03	275.91	(1,414.07)	273.87
Due from Tre-Mt Crested Butte General	14,729.82	8,586.52	(14,884.91)	8,431.43
Due from Tre-Pitkin General	242.67	224.41	(244.29)	222.79
CITIES AND TOWNS TOTAL	42,926.45	23,108.03	(43,188.82)	22,845.66
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	270,318.43	161,188.06	(270,681.37)	160,825.12
Due from Tre-Gunn RE1J Bond	59,539.60	25,623.12	(59,665.52)	25,497.20
Due from Tre-Delta 50J General	10,380.59	7,580.50	(10,380.92)	7,580.17
Due from Tre-Delta 50J Bond	0.41	22.00	(0.41)	22.00
Due from Tre-Montrose RE1J General	1,157.61	1,684.63	(1,159.74)	1,682.50
Due from Tre-Montrose RE1J Bond	-	82.54	-	82.54
Due from Tre-Reij 2014 Mill Override	15,783.72	6,810.04	(15,834.15)	6,759.61

SCHOOLS TOTAL	357,180.36	202,990.89	(357,722.11)	202,449.14
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	839.72	602.73	(839.72)	602.73
Due From Tre-Gunn Rising #3	3.32	2.38	(3.32)	2.38
Due From Tre-Gunn Rising #4	2.58	1.85	(2.58)	1.85
Due from Tre-CO River Water CD	6,231.30	3,593.51	(6,282.33)	3,542.48
Due from Tre-Reserve MD2	902.78	648.00	(902.78)	648.00
Due from Tre-Mt Crested Butte DDA	4,617.77	1,003.91	(4,647.90)	973.78
Due from Tre-Bostwick Park Water CD	64.19	42.79	(65.08)	41.90
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	4,651.74	2,444.57	(4,673.33)	2,422.98
Due from Tre-Mt CB Water/San	8,520.62	4,936.35	(8,604.62)	4,852.35
Due from Tre-East River Regional SD	1,479.73	1,522.54	(1,512.65)	1,489.62
Due from Tre-Cemetery	3,720.24	1,856.86	(3,748.60)	1,828.50
Due from Tre-Gunn Co Metro Rec Dist	11,684.82	6,798.52	(11,785.63)	6,697.71
Due from Tre-N Fork Water CD	161.95	116.20	(161.95)	116.20
Due from Tre-Skyland MD	5,652.26	7,294.68	(5,781.02)	7,165.92
Due from Tre-Upper Gunn Water CD	22,241.52	12,983.84	(22,434.22)	12,791.14
Due from Tre-Crested Butte Fire PD	50,064.65	32,359.57	(50,539.04)	31,885.18
Due from Tre-Gunn Co Fire PD	13,275.28	7,672.85	(13,384.85)	7,563.28
Due from Tre-Carbondale & Rural Fire PD	3,835.12	1,154.80	(3,838.97)	1,150.95
Due from Tre-Ragged Mt Fire PD	714.20	512.47	(714.20)	512.47
Due from Tre-Arrowhead Fire PD	1,069.03	571.24	(1,077.29)	562.98
Due From Tre-Library General Fund	27,008.12	15,568.91	(27,228.28)	15,348.75
Due From Tre-Reserve MD#2 BOND 2016A	2,924.44	2,099.12	(2,924.44)	2,099.12
Due From Tre-North Fork Ambulance Health Service D	1,927.06	1,412.96	(1,927.96)	1,412.06
Due From Tre-Reserve MD #2 BOND 2016B	352.18	252.79	(352.18)	252.79
Due From Tre-Reserve MD #2 BOND 2016C	313.09	224.74	(313.09)	224.74
Due From Tre-Crested Butte Fire PD Bond	15,827.92	10,230.51	(15,977.90)	10,080.53
Due From Tre-Gunn Co Metro Rec North	12,507.13	8,001.99	(12,597.64)	7,911.48
IMPROVEMENT DISTRICTS TOTAL	200,592.76	123,910.68	(202,321.57)	122,181.87
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	474,711.19	668,367.47	(608,757.86)	534,320.80
Due from Tre-Clerk Sales Tax	-	58,737.68	(58,737.68)	-
Due from Tre-SOT	-	264,706.40	(264,706.40)	-
Due from Tre-State Auto	-	254,499.90	(254,499.90)	-
Due from Tre-Clerk ST Domestic Abuse	-	980.00	(980.00)	-
Due from Tre-Clerk State Registrar	-	147.00	(147.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	788.00	(788.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	445.87	(4.46)	14,098.96
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	180,353.68	(180,353.68)	-
Due from Tre-Treas Deed	3,273.87	767.92	(1,463.00)	2,578.79
Due from Tre-Unused Remittances	6,949.65	-	-	6,949.65
Due from Tre-Elected Official Fees Clrg	15,224.15	59,648.98	(57,737.02)	17,136.11
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	571,604.48	1,489,442.90	(1,428,175.00)	632,872.38
GRAND TOTALS	47,167,295.69	16,806,141.78	(18,356,761.07)	45,616,676.40

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of October 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Whetstone Housing; BOCC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached documents were created by the County Attorney's Office.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/14/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/14/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 30

Agenda Date: 11/19/2024

STATEMENT OF AUTHORITY

Pursuant to C.R.S. § 38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Gunnison County Board of County Commissioners of the County of Gunnison, Colorado, also known as Gunnison County, an entity, other than an individual, capable of holding title to real property.

Gunnison County is county and political subdivision of the State of Colorado, created and established by Article XIV, Section 1 of the Colorado Constitution and C.R.S. § 30-5-129, and empowered to hold and transfer title to real property pursuant to C.R.S. §§ 30-11-101(1)(b) and (c), 30-11-102 and other applicable law.

The mailing address for Gunnison County is 200 East Virginia Avenue, Gunnison, Colorado 81230.

The name or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Gunnison County Board of County Commissioners is Jonathan Houck, Chair of the Gunnison County Board of County Commissioners, or Matthew Birnie, Gunnison County Manager, pursuant to Gunnison County Board of County Commissioners Resolution No. 2024-6.

EXECUTED this _____ day of _____, 2024.

GUNNISON COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Jonathan Houck, Chair

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jonathan Houck, Chairperson of the Gunnison County Board of County Commissioners.

Witness my hand and office seal.

My commission expires:_____.

Notary Public
Address:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia Avenue, Gunnison, Colorado, 81230 (“Grantor”) and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (“Grantee”).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, transfer, assign, convey and QUIT CLAIM unto Grantee and Grantee’s successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Gunnison, State of Colorado and as described in “Appendix A” attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances, encumbrances and exceptions of record, and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the use, benefit and behoof of Grantee and Grantee’s successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chair

By: _____
Elizabeth Smith, Vice-Chair

By: _____
Laura Puckett Daniels, Commissioner

STATE OF COLORADO)
)ss.
County of Gunnison)

Acknowledged, subscribed and sworn to before me this ____ day of _____ 2024,
by Jonathan Houck, Elizabeth Smith, and Laura Puckett Daniels as members of the Board of
County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires:_____.

Notary Public
Address:

APPENDIX A

PARCEL 1 [f/k/a "Gers", General Warranty Deed, Rec. No. 685777]:

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ¼ CORNER OF SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE¼ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT;

THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON,
STATE OF COLORADO.

-and-

PARCEL 2 [f/k/a "Gers", General Warranty Deed, Rec. No. 685777]:

A TRACT OF LAND LOCATED IN THE NW¼SE¼ OF SAID SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

BEGINNING AT THE E¼ CORNER OF SAID SECTION 12;

THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE¼ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO A POINT;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47°46'00" EAST 160.73 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 42°14'00" WEST 629.73 TO THE EAST LINE OF THE OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 58.73 FEET;

THENCE NORTH 30°37'10" EAST 599.1 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173 AND RECORDED APRIL 4, 1996 IN BOOK 781 AT PAGE 76;

COUNTY OF GUNNISON,
STATE OF COLORADO.

-and-

PARCEL 3 ["Adjusted Gers Parcel", General Warranty Deed, Rec. No. 695908]:

THE "ADJUSTED GERS PARCEL", ACCORDING TO THE BRUSH CREEK PARCELS BOUNDARY LINE ADJUSTMENT RECORDED JULY 6, 2022 UNDER RECEPTION NO. 685778;

COUNTY OF GUNNISON,
STATE OF COLORADO.

Also known by street and number as: 25125 STATE HIGHWAY 135, CRESTED BUTTE CO

81224

-and-

PARCEL 4 [a/k/a “Whetstone”, Warranty Deed, Rec. No. 658634]:

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼SE¼ OF SAID SECTION 12;

THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING; THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;

THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;

THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;

THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW¼SE¼ OF SAID SECTION 12;

THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING;

COUNTY OF GUNNISON
STATE OF COLORADO.

Also known by street and number as: 25315 STATE HIGHWAY 135, CRESTED BUTTE CO
81224

PARCEL 5 [“Dawson”, General Warranty Deed, Rec. No. 685776]

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST ¼ CORNER OF SECTION 12;

THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE¼ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135;
THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF

HIGHWAY 135;

THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT;

THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON,
STATE OF COLORADO.

The foregoing parcels collectively also known by street and number as: 25115 STATE HIGHWAY 135, CRESTED BUTTE CO 81224

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia Avenue, Gunnison, Colorado, 81230 (“Grantor”) and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (“Grantee”).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, transfer, assign, convey and QUIT CLAIM unto Grantee and Grantee’s successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements and infrastructure, situate, lying and being in the County of Gunnison, State of Colorado and described as follows:

STALLION PARK CONDOMINIUMS, ELK VALLEY 65 AND ELK VALEY 85 BUILDINGS, SITUATED IN THE E ½ OF SECTION 7 TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, ACCORDING TO THE DEDICATION AND PLAT RECORDED WITH THE GUNNISON COUNTY CLERK AND RECORDER ON NOVEMBER 29, 2023 UNDER RECEPTION NUMBER 694255.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances, encumbrances and exceptions of record, and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the use, benefit and behoof of Grantee and Grantee’s successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chair

By: _____
Elizabeth Smith, Vice-Chair

By: _____
Laura Puckett Daniels, Commissioner

STATE OF COLORADO)
)ss.
County of Gunnison)

Acknowledged, subscribed and sworn to before me this ____ day of _____ 2024,
by Jonathan Houck, Elizabeth Smith, and Laura Puckett Daniels as members of the Board of
County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires:_____.

Notary Public
Address:

**INTERGOVERNMENTAL AGREEMENT
FOR WHETSTONE WORKFORCE HOUSING, UTILITIES
AND POTENTIAL ANNEXATION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, COLORADO**, a statutory county and political subdivision of the State of Colorado, (“Gunnison County”) and the **GUNNISON COUNTY HOUSING AUTHORITY**, a government housing authority organized by Gunnison County pursuant to the laws of the State of Colorado, including but not limited to C.R.S. § 29-4-501 *et seq.* (“CHA”).

RECITALS

WHEREAS, the parties agree that it is in the best interests of their constituents to increase the availability of housing within Gunnison County and to provide affordable workforce housing;

WHEREAS, Gunnison County recently received approval of its application for a major impact land use change to construct workforce housing on property known as the “Whetstone Parcel” and legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135, is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the “Existing Conditions Map,” dated August 19, 2021;

WHEREAS, as part of or in relation to the land use approval process, Gunnison County was required to contract with the Town of Crested Butte for water and sewer service for the Whetstone affordable housing project, culminating in an October 7, 2024 Amended Utility Extension Agreement to Provide Water and Sewer Service, attached to this Agreement as “Exhibit A” (“UEA”), and a July 15, 2024 Pre-Annexation Agreement, attached to this Agreement as “Exhibit B” (“PAA”);

WHEREAS, neither the UEA nor the PAA require Gunnison County to assign the rights and obligations of either agreement to a person or entity who acquires fee simple title to the Whetstone Property;

WHEREAS, on November 16, 2023 Gunnison County executed a Whetstone Development and Construction Management Agreement with Servitas, LLC, for the development and construction of the Whetstone affordable housing project on the Whetstone Parcel (“Project”);

WHEREAS, Gunnison County has or intends to transfer by deed the Whetstone Parcel so that CHA, pursuant to its statutory authority and public mission, can own the property in fee simple and operate and administer the Project;

WHEREAS, the parties to this Agreement conclude that the best way by which they can jointly effectuate the construction and operation of the Project is for the County to remain

the obligated party under the UEA and the PAA and CHA to own the Whetstone Parcel and operate the Project;

WHEREAS, the parties to the Agreement contemplate that revenues from the Project are intended, at least in part, to fund Gunnison County's obligations under the UEA and the PAA, and therefore Gunnison County should be reimbursed by the CHA for such obligations;

WHEREAS, both Gunnison County and CHA are empowered under C.R.S. § 29-1-203(1) to "cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt[.]";

WHEREAS, Gunnison County is authorized by law to "make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers[.]" *see* C.R.S. § 30-11-101(1)(d);

WHEREAS, CHA is empowered by law to "make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority[.]" *see* C.R.S. § 29-4-505(1)(d);

NOW, THEREFORE, Gunnison County and CHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement as follows:

SECTION I COMPLIANCE WITH UEA AND UAA

A. Parties to UEA and UAA

The parties to this Agreement stipulate and agree that Gunnison County shall remain the "Owner" or responsible party under the UEA and UAA, notwithstanding the transfer in fee of the Whetstone Parcel to CHA.

B. Cooperation and Reasonable Efforts

CHA shall fully cooperate with Gunnison County and engage in all reasonable and appropriate efforts to ensure that Gunnison County can fully comply with its obligations under and avail itself and the Project the full and complete benefits of the UEA and the UAA; provided, however that CHA shall not be obligated to perform Gunnison County's obligations under the UEA or the UAA. Gunnison County has the right to demand specific performance of CHA under this Agreement and to seek any available legal remedy provided herein or under applicable law to ensure such performance.

SECTION II REIMBURSEMENT OF COUNTY EXPENSES UNDER UEA AND UAA

A. Reimbursement

CHA agrees to reimburse Gunnison County for all costs and expenses incurred by Gunnison County under the UEA and the UAA.

B. Reimbursement/Payment Terms

CHA shall tender reimbursement payments to Gunnison County at least annually within thirty (30) days of demand from Gunnison County, unless otherwise agreed to by Gunnison County in writing, and only after Gunnison County issues a detailed statement to CHA specifying the payments made or expenses incurred by Gunnison County under either the UEA or the UAA.

**SECTION III
ASSIGNMENT OF DEVELOPMENT AGREEMENT**

Pursuant to this Agreement and for good and valuable consideration, the sufficiency of which is mutually acknowledged by the parties, Gunnison County hereby assigns its rights, obligations and interests in the Whetstone Development and Construction Management Agreement entered on November 16, 2023 between Gunnison County and Servitas, LLC, as amended, to CHA. Should such Agreement be terminated by its express terms, the rights and obligations under such Agreement shall automatically revert to Gunnison County.

**SECTION IV
FUNDING**

The parties to this Agreement stipulate and agree that Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, do not apply to the terms of this Agreement.

To the extent these laws are deemed to apply to this Agreement, the financial obligations of the parties as set forth herein 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 parties shall give the other party written notice of such non-appropriation. Financial obligations of the parties 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.

**SECTION V
NO WAIVER OF GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. and the State of Colorado'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 CHA or Gunnison County in relation to this Agreement.

SECTION VI ASSIGNMENT

Neither party shall assign or transfer this Agreement or any interest, right or obligation therein to any other party without the prior written consent of the other party to this Agreement. Any assignment or transfer without such consent will be ineffective, unenforceable and void and may be cause for termination of this Agreement.

SECTION VII BINDING EFFECT, RELATIONSHIP OF PARTIES, GOVERNING LAW

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. 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 parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only and there are no intended third party beneficiaries to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

SECTION VIII EXECUTION OF THIS AGREEMENT

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION IX

INFORMATIONAL OBLIGATIONS

Each party shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the parties hereunder.

SECTION X AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing Authority.

GUNNISON COUNTY HOUSING AUTHORITY

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

Deputy Clerk

**AMENDED UTILITY EXTENSION AGREEMENT TO PROVIDE WATER AND SEWER
SERVICE**

THIS AGREEMENT made and entered into this 7th day of October 2024 by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (hereinafter "Town") and GUNNISON COUNTY, COLORADO, a Colorado county and political subdivision of the State of Colorado (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property currently located in unincorporated Gunnison County, Colorado, commonly known as the Whetstone Project (the "Project"), and more specifically described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(1)(a) to take such actions concerning the property belonging to the County as it deems expedient; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County; and

WHEREAS, Owner desires to develop the Project consistent with the site plan included with their preliminary plan application submitted under the *Gunnison County Land Use Resolution*, including a community room/public restrooms and 252 residential units of which 80% will be restricted workforce and essential housing with no less than 40% serving households below 120% Area Median Income ("AMI") on the Project site, as these terms are defined by the *Gunnison County Land Use Resolution*; and

WHEREAS, on March 1, 2022, Owner executed a Memorandum of Understanding with the Town for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development ("MOU"); and

WHEREAS, on November 21, 2022, the Town approved moving forward with the evaluation of the utility extension under Section 13-1-280 of the Town Code, such approval contained specific conditions for extension of utilities to the Project including but not limited to intersection design at Brush Creek and the completion of a feasibility study; and



WHEREAS, at the March 6, 2023, regular Town Council meeting, following community outreach and engagement, the Town approved five success measures for extension of utilities to the Project including but not limited to an agreement between the Town and the Owner agreeing to conduct an integrated land use and transportation plan for the Highway 135 corridor and the Town's three-mile area plan; and

WHEREAS, on September 18, 2023, Owner and Town executed an Intergovernmental Agreement for the extension of utilities to the Project ("IGA"); and

WHEREAS, for properties outside of the Town's boundaries, the Town Code allows for the extension of water and sewer services upon execution of a pre-annexation or utility extension agreement as may be applicable; and

WHEREAS, the Town and Owner desire to enter into a Utility Extension Agreement ("Agreement") to set forth the terms and conditions of the provision of water and sewer service to the Property; and

WHEREAS, with the approval of Resolution 2024-06 the Board of Commissioners of Gunnison County delegated to the County Manager authority to negotiate and execute all contracts, agreements, applications and other documents and take all actions on behalf of Gunnison County related to the Whetstone property and the Whetstone community housing development project and ratifying all previous actions thereto; and

WHEREAS, if, until and after the Property is annexed the Property will be served by Town water and sewer service, as a Consecutive System, pursuant to this Agreement between the Parties; and

WHEREAS, the Town will provide water and sewer service to the Property pursuant to the terms of this Agreement and consistent with the actions of the Town on November 21, 2022 and March 6, 2023, the IGA, and the MOU.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the Town agreeing to extend water and sewer service to the Property. This Agreement is intended to provide a contractual relationship between the Town and Owner to ensure compliance with the Town Code, state law, and all terms and conditions set forth herein.

2. **Effective Date.** This Agreement shall be effective upon the date of mutual execution by the Town and the Owner. This Agreement supersedes and replaces the July 15, 2024 Utility Extension Agreement to Provide Water and Sewer Service presently in effect between the Town and the County.

3. **Term and Termination.**

3.1. The terms of this Agreement are intended to be continuing in nature unless terminated under the provisions of this Paragraph 3, by mutual agreement of the Parties; the Project does not receive the necessary development approvals; or the commencement of construction of the Project does not occur within five (5) years of the Effective Date of this Agreement.

3.2. Owner may terminate this Agreement at any time prior to the Commencement of Service by the Town. In the event of such termination the Town shall be relieved of all obligations under this Agreement to provide service to the Project, and the Owner shall be relieved of its obligations under this Agreement, including but not limited to the Owner Obligations in Paragraph 4 and the Integrated Land Use and Transportation Plan provisions in Paragraph 14 of this Agreement.

3.3. Notwithstanding the foregoing the Town may suspend services and take any other action permitted by law to enforce the terms of this Agreement in the event Owner fails to make payments for services as described in Paragraph 7. For the avoidance of doubt, the Town's remedy of suspension of services is available only in the event Owner fails to make payments for services as required by Paragraph 7 (Service Rates) of this Agreement, and is available for no other alleged or actual breach of this Agreement by Owner.

3.4. In the event that either party seeks to terminate this Agreement on the grounds that the other party has failed to comply with the terms of this Agreement, it must first provide the other party written notice of its intent to terminate and permit the other party to cure any such breach within thirty (30) days of receipt of such notice; except that where such failure is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages.

3.4.1. For any breach by Owner of Sections 4.2 and 5.1.4 of this Agreement, the Town shall afford Owner ninety (90) days of receipt of such notice to cure any such breach.

3.5. In the event of termination, any and all rights or interests owned or held by the Town in the real or personal property of Owner, including but not limited to water rights or interests, shall revert to Owner, except that, subject to the terms and conditions of this Agreement and applicable law, the Town may continue to hold and enforce its Lien Rights set forth in Paragraph 16 (Lien Rights) of this Agreement.

4. **Owner Obligations.** The Town's extension and provision of utilities pursuant to this Agreement are specifically contingent on the following:

4.1. Owner shall restrict at least 80% (202 units) of all units of the Project as workforce and essential housing meeting the following minimum restrictions:

4.1.1. Workforce housing means the household includes:

4.1.1.1. At least one member working for at least 30 hours a week, or 1,500 hours per year for a Gunnison County based employer ("Full Time Worker"); or

4.1.1.2. A retired or disabled person who was a Full Time Worker at least four years immediately prior to such person's retirement or disability

4.1.2. A minimum of 202 units will be restricted for workforce housing.

4.1.3. No less than 40% (101 units) of the total number of units shall serve households earning no more than 120% AMI.

4.1.4. In addition, no less than 10% (25 units) of the additional units shall serve households earning no more than 170% AMI.

4.1.5. Notwithstanding the provisions of Paragraph 7 below, Owner shall be prohibited from leasing any Project residential units in violation of this Section 4.1.

4.2. Owner shall construct the Project's primary entrance to be served by an access aligned with the County Road 738, a/k/a Brush Creek Road, intersection with Highway 135, as approved under to the Colorado Department of Transportation ("CDOT") Access Permit No. 324018 ("Brush Creek Intersection"), including the following features:

4.2.1 A single-lane roundabout;

4.2.2 Relocated Gunnison Valley Regional Transportation Authority ("RTA") transit stops; and

4.2.3 A properly sized pedestrian underpass that is aligned with the development's central green space and the proposed RTA transit stops.

4.2.4 Except for the underpass described in Section 4.2.3, Owner shall commence construction of the Brush Creek Intersection with the design features set forth in this Paragraph 4.2 no later than June 1, 2027. Should Owner fail to commence construction by the Intersection Construction Date, the Town may exercise its rights under Section 4.4 of this Agreement. For purposes of this section commencement of construction shall mean the mobilization of equipment and personnel specifically for the construction of the Intersection exclusive of the improvements described in 4.2.5 below and shall not include any temporary work done to the Brush Creek

Intersection solely to support the construction of housing or other infrastructure for the Project.

4.2.5 Owner shall commence construction of the transit stops and underpass described in Sections 4.2.2 and 4.2.3 by June 1, 2026, and Owner shall complete construction of the underpass in Section 4.2.3 before any units in the Project are occupied.

4.3. The Applicant shall incorporate Zero Energy Home Ready Standard Version 1, Revision 8 and 2021 International Energy Conservation Code or equally restrictive energy requirements for the Project.

4.4. Owner has received a Safe Streets for All (SS4A) federal grant in the amount of \$6,468,000 for the Brush Creek Intersection. With regard to the obligations set forth in Paragraph 4.2.4 above the Parties acknowledge that the failure to commence construction is a material breach of the Agreement. The parties further acknowledge and agree that damages would be difficult to calculate and agree that liquidated damages in the amount of eleven million dollars (\$11,000,000), which represents the estimated total cost to construct the Brush Creek Intersection is appropriate. Subject to the provisions of Paragraph 3 of this Agreement, such amount shall be immediately due and payable upon the failure to commence construction as set forth herein, and shall be reduced by any amounts expended by Owner that have materially advanced the construction of the Brush Creek Intersection

4.4.1. Upon payment of such liquidated damages, Owner shall be relieved of any remaining obligations under this Paragraph 4.

4.4.2. Town agrees that any such liquidated damages received shall be solely applied to completion of the Brush Creek Intersection and for no other purpose.

4.4.2.1. Should Town elect not to use such funds to complete construction of the Brush Creek Intersection, Town shall refund such payment to Owner within fourteen (14) days of such election. Said election shall occur within one hundred twenty (120) days of said payment.

4.4.2.2. In lieu of receiving such repayment, the parties agree that Owner may demand specific performance of the Town to complete construction of the Brush Creek Intersection at its sole expense after payment of such damages, regardless of whether the Town receives grant monies or revenues from other sources to do so. Should Owner make such election, the Town's failure to specifically perform shall constitute a material breach of this Agreement.

4.4.3. Notwithstanding the foregoing, the parties acknowledge and agree that the remedies set forth in this Paragraph 4.4 are governed by Paragraph

20 of this Agreement (Force Majeure), and that a force majeure event with regard to this Paragraph 4.4 includes but is not limited to any delay (procedural or otherwise), failure or refusal by the Colorado Department of Transportation or any other public or private entity not under the direction or control of Owner and with jurisdiction over or related to the Brush Creek Intersection to authorize, further permit, review, approve, or concur with construction of the Brush Creek Intersection.

4.4.4. The parties acknowledge and agree that the remedies set forth in this Paragraph 4.4 are intended to penalize Owner, and not current Project unit residents, for Owner's noncompliance with this Paragraph 4, and therefore shall be construed in the light most favorable to protect the interests of existing residents of the Project.

5. **System Investment Fee.** Owner agrees to pay a total System Investment Fee of seven million, five hundred one thousand, nine hundred ninety-eight dollars and zero cents (\$7,501,998.00). The System Investment Fee is calculated based upon the unit count of 252 units, with all units having a square footage of 1875 square feet or less. If the unit count changes, or any unit exceeds 1875 square feet, the fee shall be adjusted accordingly by amendment to this Agreement.

5.1. Owner shall pay the System Investment Fee in installments, as follows:

5.1.1. A payment of at least seven hundred fifty-one thousand dollars (\$751,000), due and payable five (5) years after the date upon which the first residential unit of the Project receives a Certificate of Occupancy ("First Installment Payment");

5.1.2. A payment of at least seven hundred fifty-one thousand dollars (\$751,000) ("Second Installment Payment"), due and payable one (1) year after payment of the First Installment Payment; and

5.1.3. Payments of up to seven hundred fifty-one thousand dollars (\$751,000), due and payable on the first of January for each year after the Second Installment Payment and until the full balance of the System Investment Fee is paid.

5.1.4. Notwithstanding any other provision of this Agreement in the event that Owner fails to make any payment specified above any unpaid amounts of the total System Investment Fee set forth in this Section 5 shall immediately become due and payable with interest from the date the first Certificate of Occupancy was issued for the Project at a rate of 4% per annum compounded annually.

6. **Service Rates.**

6.1. Owner shall be charged for service at a rate of 80% of the then current in-town service rates per Equivalent Residential Unit ("EQR") as may be amended for

so long as this Agreement remains in effect and the Owner owns and maintains the distribution and service infrastructure as detailed below.

6.2. The parties intend that the Town will invoice Owner through a single master meter and a single account.

6.3. Owner shall install a master meter at the entrance to the property, separate meters at each building in the Project and provide monthly meter readings to the Town to assist in verifying usage and system integrity.

6.4. Monthly billing shall be based on readings of the master meter at the point of connection to the Town's water system. Billing shall be based on a tiered structure with Tier 1 applied to the first 4,000 gallons used per EQR in the Project as defined in the Town Code as may be amended, use above 4,000 gallons per EQR shall be billed at successively higher rates as usage per EQR increases.

6.5. The Town reserves the right to modify the rate structure based on the then current rate structure for Town users, except under no circumstances shall such modification change Owner's obligation to pay for service at a rate of 80% of such rates as required by Paragraph 6.1 of this Agreement.

6.6. Owner shall notify the Town as each building receives a Certificate of Occupancy and the service rates identified in this Paragraph 6 shall commence on the first day of the month following such notification.

7. **Water and Sewer System Design.** Pursuant to the Town's approval to move forward with investigating the feasibility of extending water and sewer to the Project, Owner was obligated to provide a feasibility study. Owner has provided a feasibility study with sufficient detail and analysis for the Town to determine the extension of water and sewer service is possible and what offsite, onsite and system wide improvements may be necessary for the Project to be served. However, the designs are still preliminary in nature and much work remains before final designs and construction. To address this uncertainty, the following milestones will be used by the Parties to determine feasibility and at each milestone Owner and Town shall in writing affirmatively agree to continue with design and extension:

7.1. Feasibility Study Completion – System Design.

7.1.1. Horizontal design is complete and system design choices regarding location, treatment, utility tie in connection and demarcation of ownership have been identified and system design is not intended to materially change at this point.

7.1.2. Full hydraulic analysis of impacts on both the water and wastewater system.

7.1.3. Identification of any necessary improvements to existing Town infrastructure to provide service.

7.2. Interim System Design Evaluation – CDPHE submission and approval. Parties shall evaluate the project based on CDPHE final approval requirements. Components of the CDPHE submission to be shared with the Town include, at a minimum:

7.2.1. Basis of design report for water;

7.2.2. Site Application for the lift station; and

7.2.3. 60% design documents

7.3. Construction Drawing Approval. Prior to commencement of construction of utilities, the Town shall review and approve final construction drawings for the Project's offsite water and wastewater improvements including at the connection(s) to the existing Town system ("Connection Point") and improvements to the existing Town system to accommodate collection, delivery or treatment improvements necessary to serve the Project. The Town shall review and approve Project onsite construction drawings for both water and wastewater to the extent it impacts the Town's collection, distribution or treatment systems. Owner and Town shall in writing affirmatively agree that the construction drawings reflect the Town's requirements for connection to the Town's infrastructure.

7.4. As-built drawings. Owner shall provide updated construction drawings and as-built drawings, in a format approved by Town, prior to Commencement of Service.

7.5. Easements. Owner shall convey easements to the Town prior to Commencement of Service for any facilities located on private property that are to be owned by the Town.

7.6. Design Dispute Resolution. In the event the Owner and Town do not affirmatively agree in writing as to the Parties' respective compliance with the terms of this Section 7 of the Agreement the parties shall meet and confer to reconcile any such disagreement, and, if necessary, agree to retain a mediator and conduct a mediation to facilitate such negotiations. If such efforts do not result in an agreement between the Parties this Agreement shall terminate and the Parties shall have no further obligations.

8. Water and Sewer Utility Improvements Construction.

8.1. Prior to Construction the Parties shall hold at least one preconstruction meeting and at that time establish a schedule for construction coordination. All work undertaken at the Connection Point shall only occur under the supervision of the Town and the Town has final acceptance authority over such work. Connections to Town infrastructure shall only occur pursuant to Town Code.

8.2. Any water system charging or use prior to the Commencement of Service for any portion of the Project exceeding 100 gallons per minute shall require

coordination and approval regarding timing by the Town, which will not be unreasonably withheld.

8.3. All onsite and offsite water and sewer utility improvements shall be constructed by the Owner in conformance with the plans and specifications approved by the Parties pursuant to Paragraph 8 above ("Approved Improvements"), the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Costs of constructing Approved Improvements from the Connection Point shall be borne by the Owner.

8.4. Owner shall be responsible for Approved Improvements. Such improvements will be constructed in conformance with the plans and specifications approved by the Parties pursuant to Paragraph 7 above, the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Approved Improvements on the Town side of the Connection Point shall be completed by the Town in conformance with the plans and specifications approved by the Parties pursuant to this Paragraph 8, the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Costs of constructing all water and sewer utility improvements on the Town side of the point of Connection Point shall be billed by the Town and paid by the Owner within 30 -days of invoicing.

8.5. If the addition of the Project to the Town's system directly causes any presently unforeseen impacts on Town water or wastewater treatment operations that necessitate additional capital investments or costs to the Town in relation to the operation and maintenance of Town water and wastewater systems the Owner shall pay for such costs. Additional costs caused by new or amended laws, regulations or standards applicable to Town but not unique to the Project shall not constitute additional costs to the Project.

8.5.1. Owner's obligations under this Paragraph 8.5 expire five (5) years after 100% of the residential units of the Project receive a Certificate of Occupancy.

9. Maintenance, Repair and Replacement.

9.1. The cost of maintaining, repairing, and replacing all water and sewer improvements from the point of connection for the Project shall be borne solely by the Owner. Owner shall adopt and share with Town an operation and maintenance plan in compliance with applicable State and local regulation(s) once final facility designs have been completed and prior to Commencement of Service. Owner specifically acknowledges that regardless of whether the Project is annexed into the Town or not the responsibilities from the point of connection shall remain the sole responsibility of the Owner.

9.2. The operation and maintenance plan prepared by the Owner shall include at a minimum:

9.2.1 Annual backflow testing;

9.2.2 Flushing schedule and procedures;

9.2.3 Quarterly BOD and TSS testing of the effluent;

9.2.4 Annual inspections of distribution and collection system;

9.2.5 Scheduled maintenance; and

9.2.6 Maintenance and inspection records for preceding years.

9.3. The Owner shall provide the operation and maintenance plan to the Town annually or when significant updates are made, whichever is more frequent.

9.4. All repairs required at the point of connection shall be completed within 48 hours.

9.5. The Town is relying on the water and sewer conditions of a residential development and the chlorination and sewer treatment requirements consistent with such a development. In the event that changes to the approved the Project require additional treatment that increase the operational or capital costs of the Town's water or sewer system the Town reserves the right to apply a surcharge to either water or sewer service to pay for necessary system upgrades to the Town's facilities.

9.6. In the event repairs to the Owner's facilities that are necessary to protect either the Town's water or sewer system or to maintain the Town's permitting status if such repairs are not initiated within 48 hours the Town shall have the right to make such repairs and to recover those costs plus costs of collection from Owner.

10. **Service During Construction and Commencement of Service.**

10.1. **Service During Construction.** Owner may need to utilize water service during construction. In the event Owner requests service during construction Owner shall be billed at the Town's irrigation use only service rate. Such rate would apply to all water used for whatever purpose including flushing and commissioning of the Project water system prior to the Commencement of Service.

10.2. **Commencement of Service.** The Town's obligation to serve shall not commence until all necessary water and sewer improvements have been completed, certified by a registered engineer as having been completed per plans and specifications and have received any necessary State permits. Service may commence on a phased basis provided that each phase meets the necessary

operational conditions identified as part of the Water and Sewer System Design approved by the Parties pursuant to Paragraph 8 above.

11. Wastewater Flows and Standards.

11.1. Maximum Wastewater Flows and Standards. Maximum wastewater flows shall not exceed daily standards of 100 gallons per person per day (2.3 persons per unit). The Project is designed to 80 gallons per person per day.

11.2. Minimum Wastewater Flows and Standards. Owner shall from the date of Commencement of Service ensure that wastewater flows delivered to the point of connection are no less than 75 gcpd. Wastewater Total Suspended Solids ("TSS") and Biochemical Oxygen Demand ("BOD") shall not exceed 275 mg/l and 300 mg/L respectively on a quarterly basis. In the event that these standards are exceeded two consecutive quarters or three times in any 24-month period the service fees outlined in Paragraph 6 shall be increased during the period of time that the flows are exceeded to 150% of then effective in Town service fees but such fees shall revert to rate set forth in Paragraph 6 (Service Rates) of this Agreement once wastewater flows meet the foregoing standards. Owner shall be responsible for all testing and associated costs to determine flows are in compliance with established standards. Town may require reasonable additional testing to determine compliance is regained and maintained.

12. Water Treatment and Demand.

12.1. Owner agrees and understands that the Town's obligation is to deliver treated water to the point of connection. Owner is solely responsible for permitting, treatment and distribution of water to the Project pursuant to the then in effect permitting regulations.

12.2. Except for flows necessary to address an emergency, such as a fire, Owner agrees that the maximum instantaneous demand for water shall not exceed 100 gallons per minute. Flows exceeding 100 gallons per minute shall require coordination and approval regarding timing by the Town, which shall not be unreasonably withheld.

13. CDPHE Permitting, Reporting and Transparency. Owner shall apply for and obtain CDPHE permits for both Water and Wastewater. Town shall be provided all correspondence outgoing and incoming from CDPHE for permits and reporting requirements associated with the delivery and treatment of water and wastewater from the Project.

14. Integrated Land Use and Transportation Plan. Owner agrees to initiate an integrated land use and transportation plan for State Highway 135 covering at a minimum the area between Crested Butte South and Mt. Crested Butte with the project initiated in 2025. Unless mutually agreed upon by the Parties, the collaborative planning effort shall follow the steps identified in One Valley Resiliency Roadmap, Strategy 3 under Land Use, Transportation & Infrastructure. Town agrees that it will financially contribute to the cost of the planning effort required by this Paragraph 14.

15. **Indemnification.** Owner agrees to the extent permitted by law to indemnify, defend and hold the Town harmless against any costs or liabilities arising out of and directly connected with this Agreement. Such indemnification, to the extent permitted by law, shall be limited by Owner's liabilities and protections under the Colorado Governmental Immunity Act as set forth in Paragraph 16 of this Agreement.

16. **Lien Rights.** To the extent permitted by law, the Town shall have the right to prepare and record a lien against the Property for the amount of any costs, fees and other expenses which it has advanced, or which Owner is required to pay pursuant to this Agreement. Such costs and fees include, but are not limited to, system investment fees, user fees, recording, and engineering fees.

17. **Assignment.** The parties agree and acknowledge that the rights and obligations of Owner under this Agreement may be assigned by Owner to persons or entities acquiring title to the Property with the prior consent of the Town; provided, however, any assignee shall agree in writing to be bound by the terms and conditions of this Agreement, and Owner shall give notice to the Town of any such conveyance, together with the assignee's written agreement to be bound by the terms and conditions of this Agreement. Town shall not unreasonably withhold its approval of such assignment but reserved the right to negotiate additional or changed terms including service rates as a condition of approving any assignment.

18. **Governmental Immunity.** The Parties understand and agree that both the Town and Owner are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available by law to the Town, Owner, their officers, or their employees.

19. **Annual Appropriation.**

19.1. **Town Appropriation.** Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

19.2. **Owner Appropriation.** Owner's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

20. **Force Majeure.** Neither Party shall not be liable to the other for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to either Party's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of the Party's control, or other severely disruptive natural occurrences; embargo; strike; civil unrest; war; local or national emergency; court order; failure to secure services, materials or labor not due to Owner's acts or omissions; or any other circumstances

beyond Owner's reasonable control ("Force Majeure Event"). Should a Force Majeure Event occur, either party may terminate this Agreement pursuant to Paragraph 3 of this Agreement.

21. **Relationship of the Parties.** The parties to this Agreement are governmental entities created under and governed by the Constitution and laws of the United States and the State of Colorado. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other such relationship between the parties.

22. **Time is of the Essence.** The parties acknowledge and agree that unless expressly stated otherwise in this Agreement, time is of the essence with respect to the performance of all obligations set forth in this Agreement. The parties acknowledge that any failure to meet the specified timeframes, deadlines, or milestones for the performance of obligations under this Agreement, without obtaining prior written consent from the other party, shall constitute a material breach of this Agreement. No delay, extension of time, or other indulgence granted by either party shall be deemed a waiver of the provisions of this paragraph, and such provisions shall remain in full force and effect.

23. **Final Agreement.** This Agreement supersedes all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner. Neither party shall be subject to any changes to either party's ordinances, resolutions, regulations, terms, conditions, policies, or practices enacted after the Effective Date of this Agreement unless the parties mutually agree to them in writing.

24. **Modifications.** This Agreement shall not be amended except by subsequent written agreement between the Town and Owner.

25. **Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, ordinance, resolution or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

26. **Definitions.** Unless expressly defined otherwise in this Agreement, all terms and phrases used herein shall be interpreted as follows:

26.1. **Colorado Law:** Terms defined under Colorado law shall be interpreted in accordance with their meanings as provided by the relevant statutes and legal principles in the state of Colorado.

26.2. **Industry Usage:** Terms that are commonly used and recognized within the relevant industry shall be interpreted in accordance with their ordinary industry meanings.

26.3. **Plain and Ordinary Meaning:** All other terms and phrases shall be interpreted according to their plain and ordinary meanings as generally understood in the English language.

26.4. In the event of any conflict or ambiguity between or regarding the definitions provided under Colorado law, industry usage, or plain and ordinary

meaning, the parties shall seek to resolve such conflict in good faith and in a manner that gives effect to the intent of this Agreement as a whole.

27. **No Representations.** It is expressly understood that neither Owner nor the Town cannot legally be bound by the representations of any of its officers or agents or their designees except in accordance with the Town Code and the laws of the State of Colorado. The parties, when dealing with each other, act at their own respective risk as to any representation or undertaking by their respective officers, officials, agents or their designees that is subsequently held unlawful by a court of law with competent jurisdiction, provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

28. **Captions.** The captions and paragraph headings in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

30. **Severability.** If any provision of this Agreement shall be determined to be void or invalid by a court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

31. **No Third-Party Beneficiaries.** No provision of this Agreement shall be deemed or construed to create any obligation or liability on the part of either party to any third party, nor shall any third party have any rights under this Agreement as a third-party beneficiary.

32. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado. Should any party institute suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Gunnison County, Colorado.

33. **Attorneys' Fees; Survival.** Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

34. **Authority.** Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the party on whose behalf he or she purports to sign to the terms and conditions hereof.

35. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. This Agreement may be executed by facsimile signature; provided that the original

signature page shall be transmitted to the other party by regular mail within ten (10) days of such facsimile signature.

36. **Notice.** All notices required under this Agreement shall be in writing and shall be sent by electronic mail, hand-delivery, facsimile transmission, or registered or certified mail, return receipt requested, postage pre-paid, to the addresses of the parties set forth herein. All notices by hand delivery or facsimile shall be effective upon actual receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change to address to which future notices may be sent.

Notice to the Town: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

With copy to: Town Attorney
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

Notice to Owner: County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

With Copy to: County Attorney
Gunnison County
200 E. Virginia
Gunnison, CO 81230

37. **Gender.** Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

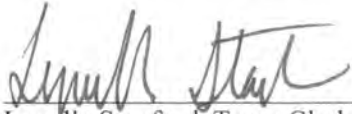
WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF CRESTED BUTTE, COLORADO

A handwritten signature in dark ink, appearing to read 'Ian Billick', is written over a horizontal line.

Ian Billick, Mayor

ATTEST:



Lynelle Stanford, Town Clerk

COUNTY OF GUNNISON, COLORADO



County Manager

ATTEST:


Katherine Hase, County Clerk, Deputy

Exhibit A

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼, SE¼ OF SAID SECTION 12;
THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING;
THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;
THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;
THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;
THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH
LINE OF THE SW¼SE¼ OF SAID SECTION 12;
THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING.

COUNTY OF GUNNISON
STATE OF COLORADO

PRE-ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of JULY, 2024 by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (hereinafter "Town") and GUNNISON COUNTY, COLORADO, a Colorado county and political subdivision of the State of Colorado (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property currently located in unincorporated Gunnison County, Colorado, commonly known as the Whetstone Project (the "Project"), and more specifically described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County; and

WHEREAS, Owner desires to construct 252 units of which 80% will be restricted workforce and essential housing on the Project site, as these terms are defined by the *Gunnison County Land Use Resolution*; and

WHEREAS, on March 1, 2022, Owner executed a Memorandum of Understanding with the Town for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development ("MOU"); and

WHEREAS, on September 18, 2023, Owner and Town executed an Intergovernmental Agreement for the extension of utilities to the Project ("IGA"); and

WHEREAS, the IGA provides that, "the Town agrees to process an ordinance modifying Section 13-1-280 . . . to eliminate the annexation requirement associated with the potential Wastewater extension" to the Project, which action was taken with the approval of Ordinance No. 2, Series 2024 on February 20, 2024; and

WHEREAS, the IGA further provides that, "[i]f the modification to the CBMC is approved, the County and Town shall negotiate in good faith to determine if future annexation of



the Whetstone Project is in the best interests of the Parties [Owner and Town] and the residents of Crested Butte and the Whetstone Project.”; and

WHEREAS, the Property is presently capable of being annexed to the Town, Owner agrees to petition for annexation of the Property to the Town as set forth herein; and

WHEREAS, for properties outside of the Town the *Crested Butte Municipal Code* (Town Code) allows for the extension of water and sewer services upon execution of a pre-annexation or utility extension agreement; and

WHEREAS, Section 31-12-121 C.R.S., as amended, further authorizes the Town and Owner to enter into a Pre-Annexation Agreement; and

WHEREAS, the Town and Owner desire to enter into a pre-annexation Agreement (“Agreement”) to set forth the terms and conditions to annexation, timing of annexation and reserve the right to negotiate additional terms and conditions upon annexation of the Property to the Town; and

WHEREAS, the parties intend that regardless of annexation the Town will provide water and sewer service to the Property pursuant to the terms of this Agreement and the Utility Extension Agreement of even date herewith; should annexation not occur, the parties nonetheless shall continue to operate under the Utility Extension Agreement notwithstanding such non-occurrence;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the potential annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation contained in the Town Code, as amended, the MOU, the IGA, and the Municipal Annexation Act of 1965, as amended, Section 31-12-101 C.R.S., et seq. This Agreement is intended to provide a contractual relationship between the Town and Owner to ensure compliance with the Town Code, state statutes, and all terms and conditions set forth herein. Either party’s failure to comply with this Agreement or the Town Code, the MOU, the IGA shall constitute a material breach of this Agreement, and either party shall be entitled to terminate this Agreement upon such breach. This Agreement includes additional terms and conditions for the purposes of the Municipal Annexation Act. Upon filing of an annexation petition, the Town and Owner agree that additional conditions may be required or agreed upon by the Parties. Both Parties expressly acknowledge that neither is required to agree to such additional terms and conditions. Owner is obligated to file a petition for annexation and the Town is required to consider such petition in good faith.

2. **Effective Date.** This Agreement shall be effective upon the date of execution by the Parties.

3. **Annexation Timing.** The Owner shall petition for annexation of the Property within five (5) years of the issuance of the final certificate of occupancy for the Project is issued or on mutual agreement of the Parties.

4. **De-Annexation from Special Districts.** Owner shall petition for exclusion from any taxing districts which provide services to the Property that the Town is capable of providing, at such time as the Property is annexed into the Town, so long as the Town expressly agrees to provide such substitute services as part of the annexation process. All costs of de-annexation shall be borne by Owner.

5. **Fees.** Owner agrees to pay all actual costs incurred for notice publication, and recording fees related to the annexation or this Agreement. The Town agrees to pay its own legal and administrative costs related to processing the annexation and agrees to waive application fees.

6. **Zoning and Site Planning.** The Property is being developed under Gunnison County *Land Use Resolution* ("LUR") as a Major Impact Project as detailed on the site plan attached as **Exhibit B**. The owner intends to develop the property as multi-family residential workforce housing in conformance with the LUR's Major Impact Project regulations.

(a) The Town hereby expresses its intent to annex the property and zone the Property as a Planned Unit Development ("PUD") pursuant to the Town Code as amended. The Town shall only impose such requirements from its PUD ordinances as are consistent with the approved Major Impact Project LUR permit.

(b) The parties do not intend, and are not, by entering into this Agreement seeking to usurp or interfere in any way with the County's jurisdiction.

(c) Future land use review of development or redevelopment of the Property shall be in accordance with the PUD Plan and any matters not addressed therein shall be governed by the then in effect Town Code, to the extent consistent with Colorado law.

7. **Resource Conservation.** The Property shall be developed pursuant to the applicable Gunnison County Building Codes, the LUR, and the Gunnison County Road and Bridge Standards and Specifications, as amended, provided, however, that the development shall not be served by natural gas and shall to the maximum extent practicable adhere to current best management practices for energy efficiency. Notwithstanding any other provision of this Agreement, the County is and shall remain the permitting agency for the Project with regard to Gunnison County Building Codes, the LUR, and the Gunnison County Road and Bridge Standards and Specifications, as amended, and regardless of whether the Property is ultimately annexed by the Town.

8. **Unforeseen Costs.** Owner agrees to the extent permitted by law to indemnify, defend, and hold the Town harmless against any costs or liabilities arising out of and directly connected with this Agreement, except for a Force Majeure Event described in Section 14. Such indemnification, to the extent permitted by law, shall be limited by Owner's liabilities and protections under the Colorado Governmental Immunity Act as set forth in Section 29 of this Agreement.

9. **Water Rights.** Upon annexation of the Property, Owner shall transfer to the Town by quit claim deed any water rights owned or held by Owner in connection with the Property. To the extent such water rights are used on the Property for outside irrigation purposes the Town agrees to lease such water rights back to the Owner for a nominal sum for continued use on the Property

provided Owner continues to maintain its augmentation contract for such water rights outside use through the Upper Gunnison River Water Conservancy District.

10. **Termination.** Unless expressly provided otherwise in this Agreement, each party reserves the right to terminate this Agreement if the other party breaches any term or condition hereof, and, after receipt of written notice thereof from the non-breaching party, fails to cure such breach within thirty (30) days of receipt of such notice; except that where such breach is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages.

11. **Termination Upon Annexation.** Except as to those provisions intended to be a continuing obligation this Agreement shall terminate automatically on the effective date of the annexation to the Town of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement. Until annexation, nothing herein shall be construed as obligating the Town to provide any services to Owner except as set forth in the Utility Extension Agreement.

12. **Failure or Refusal to Annex.** In the event that Owner fails to timely apply for annexation of the Property as required by this Agreement, and so long as the force majeure provisions of Section 14 of this Agreement do not apply, the Town may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement, except that the Town is not permitted to terminate the Utility Extension Agreement solely due to Owner's failure to comply with this Section 12. The rights and remedies under this paragraph shall be cumulative. By entering into this Agreement, Owner specifically waives its right to contest such annexation if it is commenced pursuant to the provisions of this paragraph, and further agrees to reasonably cooperate with in any attempt to contest such annexation by any third party. Should Town refuse to annex the Property as contemplated by this Agreement, fail to complete annexation within two (2) years of Owner's submission of a complete annexation application, Owner may terminate this Agreement pursuant to Section 10 of this Agreement. Such termination shall have no effect on the Utility Extension Agreement. To the extent permitted by law, Owner hereby appoints the Town Clerk as its attorney-in-fact to execute and deliver all documents necessary to annex the Property to the Town, should the Owner fail or refuse to apply for annexation as required under this Agreement.

13. **Election.** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to Section 31-12-112 C.R.S., as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions herein.

14. **Force Majeure.** Owner shall not be liable to Town for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to Owner's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of the Owner's control, including but not limited to the Town's failure or refusal to fully and properly annex the property or comply with the laws governing annexation, or other severely disruptive natural occurrences; embargo; strike; civil unrest; failure to secure services, materials or labor not due to Owner's acts or omissions; or any other circumstances beyond Owner's reasonable control ("Force Majeure Event"). Should a Force Majeure Event occur, either party may terminate this Agreement pursuant to Section 10 of this Agreement.

15. **Assignment.** The parties agree and acknowledge that the rights and obligations of Owner under this Agreement may be assigned by Owner to persons or entities acquiring title to the Property or any portion of the Property with the prior consent of the Town; provided, however, any assignee shall agree in writing to be bound by the terms and conditions of this Agreement, and Owner shall give notice to the Town of any such conveyance, together with the assignee's written agreement to be bound by the terms and conditions of this Agreement. Town shall not unreasonably withhold its approval of such assignment.

16. **Final Agreement.** This Agreement supersedes all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner. Neither party shall be subject to any changes to either party's ordinances, resolutions, regulations, written policies or practices enacted after the effective date of this Agreement unless the parties mutually agree to be subject to such changes in writing. Should any conflict exist between the terms or conditions of this Agreement and the Utility Extension Agreement, the Utility Extension Agreement shall control.

17. **Modifications.** This Agreement shall not be amended except by subsequent written agreement between the Town and Owner.

18. **Relationship of the Parties.** The parties to this Agreement are governmental entities created under and governed by the Constitution and laws of the United States and the State of Colorado. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other such relationship between the parties.

19. **Time is of the Essence.** The parties acknowledge and agree that unless expressly stated otherwise in this Agreement, time is of the essence with respect to the performance of all obligations set forth in this Agreement. The parties acknowledge that any failure to meet the specified timeframes, deadlines, or milestones for the performance of obligations under this Agreement, without obtaining prior written consent from the other party, shall constitute a material breach of this Agreement. No delay, extension of time, or other indulgence granted by either party shall be deemed a waiver of the provisions of this Paragraph, and such provisions shall remain in full force and effect.

20. **Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, ordinance, resolution, or other authority shall be interpreted to

refer to such authority then current, as may have been changed or amended since the effective date of this Agreement.

21. **Definitions.** Unless expressly defined otherwise in this Agreement, all terms and phrases used herein shall be interpreted as follows:

(a) **Colorado Law:** Terms defined under Colorado law shall be interpreted in accordance with their meanings as provided by the relevant statutes and legal principles in the state of Colorado.

(b) **Industry Usage:** Terms that are commonly used and recognized within the relevant industry shall be interpreted in accordance with their ordinary industry meanings.

(c) **Plain and Ordinary Meaning:** All other terms and phrases shall be interpreted according to their plain and ordinary meanings as generally understood in the English language.

(d) In the event of any conflict or ambiguity between or regarding the definitions provided under Colorado law, industry usage, or plain and ordinary meaning, the parties shall seek to resolve such conflict in good faith and in a manner that gives effect to the intent of this Agreement as a whole.

22. **No Representations.** It is expressly understood that neither the Owner nor the Town can legally be bound by the representations of any of its officers or agents or their designees except in accordance with County Ordinance or Resolution, the Town Code and the laws of the State of Colorado. The parties, when dealing with each other, acts at their own respective risk as to any representation or undertaking by each other's officers, agents or their designees that is subsequently held unlawful by a court of law with competent jurisdiction provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

23. **Captions.** The captions and paragraph headings in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. **No Third-Party Beneficiary.** The parties intend no third-party beneficiaries to this Agreement, and none shall be permitted hereunder.

26. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR").

(a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

(b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.

(c) Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

(d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds, or moneys of the parties except the amount appropriated for the purpose of making payments hereunder during the current fiscal year.

27. **Severability.** If any provision of this Agreement shall be determined to be void or invalid by a court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

28. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado. Should any party institute suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Gunnison County, Colorado.

29. **Governmental Immunity.** The Parties understand and agree that both the Town and Owner are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available by law to the Town, Owner, their officers or their employees.

30. **Attorneys' Fees; Survival.** Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

31. **Authority.** Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the party on whose behalf he or she purports to sign to the terms and conditions hereof.

32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. This Agreement may be executed by facsimile signature, provided that the original

signature page shall be transmitted to the other party by regular mail within ten (10) days of such facsimile signature.

33. **Notice.** All notices required under this Agreement shall be in writing and shall be sent by electronic mail, hand-delivery, facsimile transmission, or registered or certified mail, return receipt requested, postage pre-paid, to the addresses of the parties set forth herein. All notices by hand delivery or facsimile shall be effective upon actual receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change to address to which future notices may be sent.

Notice to the Town: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224

With copy to: Town Attorney
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224

Notice to Owner: County Manager
 Gunnison County
 200 E. Virginia
 Gunnison, CO 81230

With Copy to: County Attorney
 Gunnison County
 200 E. Virginia
 Gunnison, CO 81230

34. **Gender.** Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF CRESTED BUTTE, COLORADO



Ian Billick, Mayor

ATTEST:



Lynelle Stanford, Town Clerk

COUNTY OF GUNNISON, COLORADO



Matthew Birnst County Manager

Exhibit A

A TRACT OF LAND SITUATED IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12;
THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO THE POINT OF BEGINNING;
THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;
THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;
THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;
THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12;
THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO THE TRUE POINT OF BEGINNING,

COUNTY OF GUNNISON
STATE OF COLORADO

EXHIBIT B

Site Plan

**INTERGOVERNMENTAL AGREEMENT
AND PROMISSORY NOTE
FOR WHETSTONE WORKFORCE HOUSING**

THIS INTERGOVERNMENTAL AGREEMENT and Promissory Note (“Agreement”) is made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, COLORADO**, a statutory county and political subdivision of the State of Colorado, (“Gunnison County”) and the **GUNNISON COUNTY HOUSING AUTHORITY**, a government housing authority organized by Gunnison County pursuant to the laws of the State of Colorado, including but not limited to C.R.S. § 29-4-501 *et seq.* (“CHA”).

RECITALS

WHEREAS, the parties agree that it is in the best interests of their constituents to increase the availability of housing within Gunnison County and to provide affordable workforce housing;

WHEREAS, Gunnison County recently received approval of its application for a major impact land use change to construct workforce housing on property known as the “Whetstone Parcel” and legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135, is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the “Existing Conditions Map,” dated August 19, 2021;

WHEREAS, Gunnison County has or intends to transfer by deed the Whetstone Parcel so that CHA, pursuant to its statutory authority and public mission, can own the property and operate and administer the Whetstone affordable housing project;

WHEREAS, in order to construct and eventually operate the Whetstone affordable housing project, CHA requires additional capital and Gunnison County desires to provide such capital to CHA;

WHEREAS, both Gunnison County and CHA are empowered under C.R.S. § 29-1-203(1) to “cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt[.]”;

WHEREAS, Gunnison County is authorized by law to “make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers[.]” *see* C.R.S. § 30-11-101(1)(d);

WHEREAS, CHA is empowered by law to “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority[.]” *see* C.R.S. § 29-4-505(1)(d);

NOW, THEREFORE, Gunnison County and CHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement and Promissory Note as follows:

SECTION I NOTE AND PARTY OBLIGATIONS

A. Note

FOR VALUE RECEIVED and pursuant to the terms set forth in this Agreement, CHA promises to pay Gunnison County the principal sum of One Million, One Hundred Thousand Dollars and zero cents (\$1,100,000.00) (“Principal Amount” or “Loan Amount”), with interest as specified in this Agreement.

B. Funding

Unless otherwise agreed to in writing by the parties, Gunnison County agrees to lend and disburse CHA a sum equal to the Principal Amount no later than three hundred sixty-five (365) days after the execution of this Agreement. The loan shall be funded by method(s) mutually acceptable to the parties.

C. No Collateral

This loan is unsecured, meaning no property or asset is pledged by CHA as collateral for this loan.

SECTION II INTEREST RATE AND PAYMENT TERMS AND CONDITIONS

A. Interest Rate

CHA agrees to pay interest on the unpaid principal balance to Gunnison County at a rate of 2.5 percent (2.5%) per annum (“Interest”), beginning on the date of this Promissory Note until the Principal Amount is paid in full.

B. Payment Terms/Installments/Maturity Date

CHA agrees to pay the Principal Amount and Interest to Gunnison County in bi-annual payments of \$34,973.58 due on the first day of July and January of each year, beginning July 1, 2027. Such payments shall continue until the Principal Amount and any Interest owed is fully paid; provided, however, if not sooner paid, the entire outstanding Principal Amount and accrued Interest thereon shall be due and payable on January 1, 2045.

Payments received for application to this Note shall be applied first to the payment of late fees, if any, second to the payment of accrued interest specified below, if

any, third to accrued interest first specified above, and the balance applied in reduction of the Principal Amount hereof.

C. Late Fees

If any payment is not made within thirty (30) days of the due date, CHA agrees to pay a late fee of \$524.60 (1.5 percent of the bi-annual payment due under Payment Terms above) for each late payment.

D. Prepayment

CHA may prepay any portion of the principal or accrued interest at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments

E. Default

The following events shall constitute a default under this Agreement and Promissory Note:

1. Failure to make any payment when due; or
2. Breach of any term of this Promissory Note.

Subject to Section IV, upon the occurrence of any event of default by CHA, Gunnison County may declare the entire unpaid principal balance and all accrued interest immediately due and payable. Upon any default by the County, CHA may terminate this Agreement pursuant to Section III below.

SECTION III TERM AND TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party. This Agreement shall otherwise continue unless until terminated in accordance with this Section, or upon full satisfaction of the parties' obligations under this Agreement, whichever first occurs. Should this Agreement be terminated by CHA, except in the case of default by Gunnison County, all amounts due by CHA to Gunnison County shall become immediately due and payable. In the event of termination due to default by Gunnison County, CHA may offset any amounts due and payable under this Agreement for any damages actually incurred by CHA as a result of Gunnison County's default.

SECTION IV SUBORDINATION

This Note and CHA's payment obligations hereunder are expressly subordinate and subject in right of payment to the prior payment in full of CHA's General Revenue

Bonds (Whetstone Housing Project), Series 2024 (“Bonds”). Additionally, the parties hereby agree that so long as CHA is in default of its payment or performance obligations under any document related to the Bonds (collectively, “Bond Documents”) or the payment of this Note would cause CHA to be in violation of the Bond Documents, CHA shall not pay, and Gunnison County shall not demand or collect, any amount due and payable under this Note nor shall Gunnison County declare this Note immediately due and payable until such default has been cured. Notwithstanding the foregoing, provided that the Bonds are not in default and there is no event of default under any of the Bond Documents, CHA may make the regular bi-annual principal and interest payments described in Section II.

SECTION V NO WAIVER OF GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. 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 Counties in relation to this Agreement.

SECTION VI ASSIGNMENT

Neither party shall assign or transfer this Agreement or any interest, right or obligation therein to any other party without the prior written consent of the other party to this Agreement. Any assignment or transfer without such consent will be ineffective, unenforceable and void and may be cause for termination of this Agreement.

SECTION VII BINDING EFFECT, RELATIONSHIP OF PARTIES, GOVERNING LAW

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. 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 parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only and there are no intended third party beneficiaries to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado

SECTION VIII

EXECUTION OF THIS AGREEMENT

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION IX INFORMATIONAL OBLIGATIONS.

Each party shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the parties hereunder.

SECTION X AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing
Authority.

GUNNISON COUNTY HOUSING AUTHORITY,

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2024-_____**

**A RESOLUTION DIRECTING WORKFORCE HOUSING LINKAGE FEE REVENUES TO
THE GUNNISON COUNTY HOUSING AUTHORITY**

WHEREAS, Gunnison County, Colorado (“County”), is a duly organized and existing county, created and established by Article XIV, Section 1 of the Colorado Constitution and C.R.S. § 30-5-129, and empowered to hold and transfer title to real property pursuant to C.R.S. §§ 30-11-101(1)(b) and (c), 30-11-102 and other applicable law.

WHEREAS, the Gunnison County Housing Authority (“CHA”) is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners (“Board”) first authorized the creation of the CHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating CHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, pursuant to C.R.S. § 29-4-503 and the foregoing resolutions and Certificate, CHA was duly created upon a finding by the Board that there is a shortage of decent, safe, and sanitary housing in the County, and the foregoing Certificate evidenced this finding by the Board;

WHEREAS, by Resolution No. 2006-44, as amended, the Board enacted a workforce housing linkage fee due to the shortage of housing within the County, and further provided for its collection and accounting;

WHEREAS, by Resolution No. 2006-44, the Board directed that the workforce housing linkage fee revenues be used exclusively for essential housing, including but not limited to the costs of administering programs related to essential or affordable housing;

WHEREAS, the Board finds that the mission of CHA is consistent with the purposes of the workforce housing linkage fee, such that it is both necessary and proper to direct workforce housing linkage fee revenues to CHA in order to promote and fulfill CHA’s purpose;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. The revenues collected and accounted for from the Workforce Housing Impact Fee or workforce housing linkage fee, and all interest earned on such revenues as contained in and collected in the Workforce Housing Impact Fee account, shall be directed to the CHA, for at least as long as any and all indebtedness of CHA related to any pending or future workforce or affordable housing project or expense is paid in full, including but not limited to any bonds, notes or other financial guarantees, further including but not limited to CHA's General Revenue Bonds (Whetstone Housing Project), Series 2024.

3. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

4. All other orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

5. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

6. This Resolution shall be in full force and take effect immediately upon its passage and approval, and if approved shall, to the fullest extent permitted by law, apply retroactively and *nunc pro tunc*, and shall remain in effect unless and until repealed or amended by subsequent Resolution; provided, however that this Resolution cannot be repealed until all indebtedness of CHA paid from amounts described in paragraph 2 hereof are paid in full.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____ 2024.

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

By

Jonathan Houck, Chairperson

By

Elizabeth Smith, Vice-Chairperson

By

Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Whetstone Housing; Gunnison Housing Authority

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached documents were created by the County Attorney's Office.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 11/14/2024

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 11/14/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/14/2024

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/15/2024

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 30

Agenda Date: 11/19/2024

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia Avenue, Gunnison, Colorado, 81230 (“Grantor”) and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (“Grantee”).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, transfer, assign, convey and QUIT CLAIM unto Grantee and Grantee’s successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Gunnison, State of Colorado and as described in “Appendix A” attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances, encumbrances and exceptions of record, and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the use, benefit and behoof of Grantee and Grantee’s successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chair

By: _____
Elizabeth Smith, Vice-Chair

By: _____
Laura Puckett Daniels, Commissioner

STATE OF COLORADO)
)ss.
County of Gunnison)

Acknowledged, subscribed and sworn to before me this ____ day of _____ 2024,
by Jonathan Houck, Elizabeth Smith, and Laura Puckett Daniels as members of the Board of
County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires:_____.

Notary Public
Address:

APPENDIX A

PARCEL 1 [f/k/a "Gers", General Warranty Deed, Rec. No. 685777]:

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ¼ CORNER OF SECTION 12; THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE¼ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT;

THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON,
STATE OF COLORADO.

-and-

PARCEL 2 [f/k/a "Gers", General Warranty Deed, Rec. No. 685777]:

A TRACT OF LAND LOCATED IN THE NW¼SE¼ OF SAID SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

BEGINNING AT THE E $\frac{1}{4}$ CORNER OF SAID SECTION 12;

THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO A POINT;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47°46'00" EAST 160.73 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135;

THENCE SOUTH 42°14'00" WEST 629.73 TO THE EAST LINE OF THE OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 58.73 FEET;

THENCE NORTH 30°37'10" EAST 599.1 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173 AND RECORDED APRIL 4, 1996 IN BOOK 781 AT PAGE 76;

COUNTY OF GUNNISON,
STATE OF COLORADO.

-and-

PARCEL 3 ["Adjusted Gers Parcel", General Warranty Deed, Rec. No. 695908]:

THE "ADJUSTED GERS PARCEL", ACCORDING TO THE BRUSH CREEK PARCELS BOUNDARY LINE ADJUSTMENT RECORDED JULY 6, 2022 UNDER RECEPTION NO. 685778;

COUNTY OF GUNNISON,
STATE OF COLORADO.

Also known by street and number as: 25125 STATE HIGHWAY 135, CRESTED BUTTE CO

81224

-and-

PARCEL 4 [a/k/a “Whetstone”, Warranty Deed, Rec. No. 658634]:

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼SE¼ OF SAID SECTION 12;

THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING; THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;

THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;

THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;

THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW¼SE¼ OF SAID SECTION 12;

THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING;

COUNTY OF GUNNISON
STATE OF COLORADO.

Also known by street and number as: 25315 STATE HIGHWAY 135, CRESTED BUTTE CO
81224

PARCEL 5 [“Dawson”, General Warranty Deed, Rec. No. 685776]

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST ¼ CORNER OF SECTION 12;

THENCE NORTH 89°11'18" WEST 2471.75 FEET ALONG THE NORTH LINE OF THE SE¼ OF THE SAID SECTION 12 TO THE WEST RIGHT-OF-WAY OF HIGHWAY 135; THENCE SOUTH 61°23'00" EAST 111.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 AND THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 61°23'00" EAST 135.25 FEET ALONG THE WEST RIGHT-OF-WAY OF HIGHWAY 135 TO A POINT;

THENCE SOUTH 47°46'00" EAST 15.81 FEET ALONG THE WEST RIGHT-OF-WAY OF

HIGHWAY 135;

THENCE SOUTH 30°37'10" WEST 599.10 FEET TO THE EAST LINE OF THE TRACT OF THE LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65;

THENCE NORTH 00°51'17" WEST 158.18 FEET ALONG THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO A POINT;

THENCE NORTH 22°15'00" EAST 467.62 FEET ALONG THE EAST LINE THE TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 7, 1964 BOOK 374 AT PAGE 65 TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN WARRANTY DEED RECORDED NOVEMBER 20, 1995 IN BOOK 774 AT PAGE 173,

COUNTY OF GUNNISON,
STATE OF COLORADO.

The foregoing parcels collectively also known by street and number as: 25115 STATE HIGHWAY 135, CRESTED BUTTE CO 81224

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia Avenue, Gunnison, Colorado, 81230 (“Grantor”) and the GUNNISON COUNTY HOUSING AUTHORITY, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (“Grantee”).

WITNESSETH, That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, transfer, assign, convey and QUIT CLAIM unto Grantee and Grantee’s successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements and infrastructure, situate, lying and being in the County of Gunnison, State of Colorado and described as follows:

STALLION PARK CONDOMINIUMS, ELK VALLEY 65 AND ELK VALEY 85 BUILDINGS, SITUATED IN THE E ½ OF SECTION 7 TOWNSHIP 14 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, ACCORDING TO THE DEDICATION AND PLAT RECORDED WITH THE GUNNISON COUNTY CLERK AND RECORDER ON NOVEMBER 29, 2023 UNDER RECEPTION NUMBER 694255.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances, encumbrances and exceptions of record, and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the use, benefit and behoof of Grantee and Grantee’s successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chair

By: _____
Elizabeth Smith, Vice-Chair

By: _____
Laura Puckett Daniels, Commissioner

STATE OF COLORADO)
)ss.
County of Gunnison)

Acknowledged, subscribed and sworn to before me this ____ day of _____ 2024,
by Jonathan Houck, Elizabeth Smith, and Laura Puckett Daniels as members of the Board of
County Commissioners of Gunnison County, Colorado, Grantor herein.

Witness my hand and seal.
My commission expires:_____.

Notary Public
Address:

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2024-_____**

**A RESOLUTION DIRECTING WORKFORCE HOUSING LINKAGE FEE REVENUES TO
THE GUNNISON COUNTY HOUSING AUTHORITY**

WHEREAS, Gunnison County, Colorado (“County”), is a duly organized and existing county, created and established by Article XIV, Section 1 of the Colorado Constitution and C.R.S. § 30-5-129, and empowered to hold and transfer title to real property pursuant to C.R.S. §§ 30-11-101(1)(b) and (c), 30-11-102 and other applicable law.

WHEREAS, the Gunnison County Housing Authority (“CHA”) is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners (“Board”) first authorized the creation of the CHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating CHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, pursuant to C.R.S. § 29-4-503 and the foregoing resolutions and Certificate, CHA was duly created upon a finding by the Board that there is a shortage of decent, safe, and sanitary housing in the County, and the foregoing Certificate evidenced this finding by the Board;

WHEREAS, by Resolution No. 2006-44, as amended, the Board enacted a workforce housing linkage fee due to the shortage of housing within the County, and further provided for its collection and accounting;

WHEREAS, by Resolution No. 2006-44, the Board directed that the workforce housing linkage fee revenues be used exclusively for essential housing, including but not limited to the costs of administering programs related to essential or affordable housing;

WHEREAS, the Board finds that the mission of CHA is consistent with the purposes of the workforce housing linkage fee, such that it is both necessary and proper to direct workforce housing linkage fee revenues to CHA in order to promote and fulfill CHA’s purpose;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. The revenues collected and accounted for from the Workforce Housing Impact Fee or workforce housing linkage fee, and all interest earned on such revenues as contained in and collected in the Workforce Housing Impact Fee account, shall be directed to the CHA, for at least as long as any and all indebtedness of CHA related to any pending or future workforce or affordable housing project or expense is paid in full, including but not limited to any bonds, notes or other financial guarantees, further including but not limited to CHA's General Revenue Bonds (Whetstone Housing Project), Series 2024.

3. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

4. All other orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

5. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

6. This Resolution shall be in full force and take effect immediately upon its passage and approval, and if approved shall, to the fullest extent permitted by law, apply retroactively and *nunc pro tunc*, and shall remain in effect unless and until repealed or amended by subsequent Resolution; provided, however that this Resolution cannot be repealed until all indebtedness of CHA paid from amounts described in paragraph 2 hereof are paid in full.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____ 2024.

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

By

Jonathan Houck, Chairperson

By

Elizabeth Smith, Vice-Chairperson

By

Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

**INTERGOVERNMENTAL AGREEMENT
AND PROMISSORY NOTE
FOR WHETSTONE WORKFORCE HOUSING**

THIS INTERGOVERNMENTAL AGREEMENT and Promissory Note (“Agreement”) is made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, COLORADO**, a statutory county and political subdivision of the State of Colorado, (“Gunnison County”) and the **GUNNISON COUNTY HOUSING AUTHORITY**, a government housing authority organized by Gunnison County pursuant to the laws of the State of Colorado, including but not limited to C.R.S. § 29-4-501 *et seq.* (“CHA”).

RECITALS

WHEREAS, the parties agree that it is in the best interests of their constituents to increase the availability of housing within Gunnison County and to provide affordable workforce housing;

WHEREAS, Gunnison County recently received approval of its application for a major impact land use change to construct workforce housing on property known as the “Whetstone Parcel” and legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135, is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the “Existing Conditions Map,” dated August 19, 2021;

WHEREAS, Gunnison County has or intends to transfer by deed the Whetstone Parcel so that CHA, pursuant to its statutory authority and public mission, can own the property and operate and administer the Whetstone affordable housing project;

WHEREAS, in order to construct and eventually operate the Whetstone affordable housing project, CHA requires additional capital and Gunnison County desires to provide such capital to CHA;

WHEREAS, both Gunnison County and CHA are empowered under C.R.S. § 29-1-203(1) to “cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt[.]”;

WHEREAS, Gunnison County is authorized by law to “make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers[.]” *see* C.R.S. § 30-11-101(1)(d);

WHEREAS, CHA is empowered by law to “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority[.]” *see* C.R.S. § 29-4-505(1)(d);

NOW, THEREFORE, Gunnison County and CHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement and Promissory Note as follows:

SECTION I NOTE AND PARTY OBLIGATIONS

A. Note

FOR VALUE RECEIVED and pursuant to the terms set forth in this Agreement, CHA promises to pay Gunnison County the principal sum of One Million, One Hundred Thousand Dollars and zero cents (\$1,100,000.00) (“Principal Amount” or “Loan Amount”), with interest as specified in this Agreement.

B. Funding

Unless otherwise agreed to in writing by the parties, Gunnison County agrees to lend and disburse CHA a sum equal to the Principal Amount no later than three hundred sixty-five (365) days after the execution of this Agreement. The loan shall be funded by method(s) mutually acceptable to the parties.

C. No Collateral

This loan is unsecured, meaning no property or asset is pledged by CHA as collateral for this loan.

SECTION II INTEREST RATE AND PAYMENT TERMS AND CONDITIONS

A. Interest Rate

CHA agrees to pay interest on the unpaid principal balance to Gunnison County at a rate of 2.5 percent (2.5%) per annum (“Interest”), beginning on the date of this Promissory Note until the Principal Amount is paid in full.

B. Payment Terms/Installments/Maturity Date

CHA agrees to pay the Principal Amount and Interest to Gunnison County in bi-annual payments of \$34,973.58 due on the first day of July and January of each year, beginning July 1, 2027. Such payments shall continue until the Principal Amount and any Interest owed is fully paid; provided, however, if not sooner paid, the entire outstanding Principal Amount and accrued Interest thereon shall be due and payable on January 1, 2045.

Payments received for application to this Note shall be applied first to the payment of late fees, if any, second to the payment of accrued interest specified below, if

any, third to accrued interest first specified above, and the balance applied in reduction of the Principal Amount hereof.

C. Late Fees

If any payment is not made within thirty (30) days of the due date, CHA agrees to pay a late fee of \$524.60 (1.5 percent of the bi-annual payment due under Payment Terms above) for each late payment.

D. Prepayment

CHA may prepay any portion of the principal or accrued interest at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments

E. Default

The following events shall constitute a default under this Agreement and Promissory Note:

1. Failure to make any payment when due; or
2. Breach of any term of this Promissory Note.

Subject to Section IV, upon the occurrence of any event of default by CHA, Gunnison County may declare the entire unpaid principal balance and all accrued interest immediately due and payable. Upon any default by the County, CHA may terminate this Agreement pursuant to Section III below.

SECTION III TERM AND TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party. This Agreement shall otherwise continue unless until terminated in accordance with this Section, or upon full satisfaction of the parties' obligations under this Agreement, whichever first occurs. Should this Agreement be terminated by CHA, except in the case of default by Gunnison County, all amounts due by CHA to Gunnison County shall become immediately due and payable. In the event of termination due to default by Gunnison County, CHA may offset any amounts due and payable under this Agreement for any damages actually incurred by CHA as a result of Gunnison County's default.

SECTION IV SUBORDINATION

This Note and CHA's payment obligations hereunder are expressly subordinate and subject in right of payment to the prior payment in full of CHA's General Revenue

Bonds (Whetstone Housing Project), Series 2024 (“Bonds”). Additionally, the parties hereby agree that so long as CHA is in default of its payment or performance obligations under any document related to the Bonds (collectively, “Bond Documents”) or the payment of this Note would cause CHA to be in violation of the Bond Documents, CHA shall not pay, and Gunnison County shall not demand or collect, any amount due and payable under this Note nor shall Gunnison County declare this Note immediately due and payable until such default has been cured. Notwithstanding the foregoing, provided that the Bonds are not in default and there is no event of default under any of the Bond Documents, CHA may make the regular bi-annual principal and interest payments described in Section II.

SECTION V NO WAIVER OF GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. 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 Counties in relation to this Agreement.

SECTION VI ASSIGNMENT

Neither party shall assign or transfer this Agreement or any interest, right or obligation therein to any other party without the prior written consent of the other party to this Agreement. Any assignment or transfer without such consent will be ineffective, unenforceable and void and may be cause for termination of this Agreement.

SECTION VII BINDING EFFECT, RELATIONSHIP OF PARTIES, GOVERNING LAW

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. 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 parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only and there are no intended third party beneficiaries to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado

SECTION VIII

EXECUTION OF THIS AGREEMENT

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION IX INFORMATIONAL OBLIGATIONS.

Each party shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the parties hereunder.

SECTION X AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing
Authority.

GUNNISON COUNTY HOUSING AUTHORITY,

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

Deputy Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR WHETSTONE WORKFORCE HOUSING, UTILITIES
AND POTENTIAL ANNEXATION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made effective on this ____ day of _____, 2024, between the **COUNTY OF GUNNISON, COLORADO**, a statutory county and political subdivision of the State of Colorado, (“Gunnison County”) and the **GUNNISON COUNTY HOUSING AUTHORITY**, a government housing authority organized by Gunnison County pursuant to the laws of the State of Colorado, including but not limited to C.R.S. § 29-4-501 *et seq.* (“CHA”).

RECITALS

WHEREAS, the parties agree that it is in the best interests of their constituents to increase the availability of housing within Gunnison County and to provide affordable workforce housing;

WHEREAS, Gunnison County recently received approval of its application for a major impact land use change to construct workforce housing on property known as the “Whetstone Parcel” and legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135, is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the “Existing Conditions Map,” dated August 19, 2021;

WHEREAS, as part of or in relation to the land use approval process, Gunnison County was required to contract with the Town of Crested Butte for water and sewer service for the Whetstone affordable housing project, culminating in an October 7, 2024 Amended Utility Extension Agreement to Provide Water and Sewer Service, attached to this Agreement as “Exhibit A” (“UEA”), and a July 15, 2024 Pre-Annexation Agreement, attached to this Agreement as “Exhibit B” (“PAA”);

WHEREAS, neither the UEA nor the PAA require Gunnison County to assign the rights and obligations of either agreement to a person or entity who acquires fee simple title to the Whetstone Property;

WHEREAS, on November 16, 2023 Gunnison County executed a Whetstone Development and Construction Management Agreement with Servitas, LLC, for the development and construction of the Whetstone affordable housing project on the Whetstone Parcel (“Project”);

WHEREAS, Gunnison County has or intends to transfer by deed the Whetstone Parcel so that CHA, pursuant to its statutory authority and public mission, can own the property in fee simple and operate and administer the Project;

WHEREAS, the parties to this Agreement conclude that the best way by which they can jointly effectuate the construction and operation of the Project is for the County to remain

the obligated party under the UEA and the PAA and CHA to own the Whetstone Parcel and operate the Project;

WHEREAS, the parties to the Agreement contemplate that revenues from the Project are intended, at least in part, to fund Gunnison County's obligations under the UEA and the PAA, and therefore Gunnison County should be reimbursed by the CHA for such obligations;

WHEREAS, both Gunnison County and CHA are empowered under C.R.S. § 29-1-203(1) to "cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt[.]";

WHEREAS, Gunnison County is authorized by law to "make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers[.]" *see* C.R.S. § 30-11-101(1)(d);

WHEREAS, CHA is empowered by law to "make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority[.]" *see* C.R.S. § 29-4-505(1)(d);

NOW, THEREFORE, Gunnison County and CHA in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement as follows:

SECTION I COMPLIANCE WITH UEA AND UAA

A. Parties to UEA and UAA

The parties to this Agreement stipulate and agree that Gunnison County shall remain the "Owner" or responsible party under the UEA and UAA, notwithstanding the transfer in fee of the Whetstone Parcel to CHA.

B. Cooperation and Reasonable Efforts

CHA shall fully cooperate with Gunnison County and engage in all reasonable and appropriate efforts to ensure that Gunnison County can fully comply with its obligations under and avail itself and the Project the full and complete benefits of the UEA and the UAA; provided, however that CHA shall not be obligated to perform Gunnison County's obligations under the UEA or the UAA. Gunnison County has the right to demand specific performance of CHA under this Agreement and to seek any available legal remedy provided herein or under applicable law to ensure such performance.

SECTION II REIMBURSEMENT OF COUNTY EXPENSES UNDER UEA AND UAA

A. Reimbursement

CHA agrees to reimburse Gunnison County for all costs and expenses incurred by Gunnison County under the UEA and the UAA.

B. Reimbursement/Payment Terms

CHA shall tender reimbursement payments to Gunnison County at least annually within thirty (30) days of demand from Gunnison County, unless otherwise agreed to by Gunnison County in writing, and only after Gunnison County issues a detailed statement to CHA specifying the payments made or expenses incurred by Gunnison County under either the UEA or the UAA.

**SECTION III
ASSIGNMENT OF DEVELOPMENT AGREEMENT**

Pursuant to this Agreement and for good and valuable consideration, the sufficiency of which is mutually acknowledged by the parties, Gunnison County hereby assigns its rights, obligations and interests in the Whetstone Development and Construction Management Agreement entered on November 16, 2023 between Gunnison County and Servitas, LLC, as amended, to CHA. Should such Agreement be terminated by its express terms, the rights and obligations under such Agreement shall automatically revert to Gunnison County.

**SECTION IV
FUNDING**

The parties to this Agreement stipulate and agree that Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, do not apply to the terms of this Agreement.

To the extent these laws are deemed to apply to this Agreement, the financial obligations of the parties as set forth herein 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 parties shall give the other party written notice of such non-appropriation. Financial obligations of the parties 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.

**SECTION V
NO WAIVER OF GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. and the State of Colorado'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 CHA or Gunnison County in relation to this Agreement.

SECTION VI ASSIGNMENT

Neither party shall assign or transfer this Agreement or any interest, right or obligation therein to any other party without the prior written consent of the other party to this Agreement. Any assignment or transfer without such consent will be ineffective, unenforceable and void and may be cause for termination of this Agreement.

SECTION VII BINDING EFFECT, RELATIONSHIP OF PARTIES, GOVERNING LAW

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. 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 parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only and there are no intended third party beneficiaries to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

SECTION VIII EXECUTION OF THIS AGREEMENT

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

SECTION IX

INFORMATIONAL OBLIGATIONS

Each party shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the parties hereunder.

SECTION X AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

APPROVED on _____, 2024 by Gunnison County Housing Authority.

GUNNISON COUNTY HOUSING AUTHORITY

By: _____
Matthew Birnie, Executive Secretary

ATTEST:

Deputy Clerk

**AMENDED UTILITY EXTENSION AGREEMENT TO PROVIDE WATER AND SEWER
SERVICE**

THIS AGREEMENT made and entered into this 7th day of October 2024 by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (hereinafter "Town") and GUNNISON COUNTY, COLORADO, a Colorado county and political subdivision of the State of Colorado (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property currently located in unincorporated Gunnison County, Colorado, commonly known as the Whetstone Project (the "Project"), and more specifically described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(1)(a) to take such actions concerning the property belonging to the County as it deems expedient; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County; and

WHEREAS, Owner desires to develop the Project consistent with the site plan included with their preliminary plan application submitted under the *Gunnison County Land Use Resolution*, including a community room/public restrooms and 252 residential units of which 80% will be restricted workforce and essential housing with no less than 40% serving households below 120% Area Median Income ("AMI") on the Project site, as these terms are defined by the *Gunnison County Land Use Resolution*; and

WHEREAS, on March 1, 2022, Owner executed a Memorandum of Understanding with the Town for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development ("MOU"); and

WHEREAS, on November 21, 2022, the Town approved moving forward with the evaluation of the utility extension under Section 13-1-280 of the Town Code, such approval contained specific conditions for extension of utilities to the Project including but not limited to intersection design at Brush Creek and the completion of a feasibility study; and



WHEREAS, at the March 6, 2023, regular Town Council meeting, following community outreach and engagement, the Town approved five success measures for extension of utilities to the Project including but not limited to an agreement between the Town and the Owner agreeing to conduct an integrated land use and transportation plan for the Highway 135 corridor and the Town's three-mile area plan; and

WHEREAS, on September 18, 2023, Owner and Town executed an Intergovernmental Agreement for the extension of utilities to the Project ("IGA"); and

WHEREAS, for properties outside of the Town's boundaries, the Town Code allows for the extension of water and sewer services upon execution of a pre-annexation or utility extension agreement as may be applicable; and

WHEREAS, the Town and Owner desire to enter into a Utility Extension Agreement ("Agreement") to set forth the terms and conditions of the provision of water and sewer service to the Property; and

WHEREAS, with the approval of Resolution 2024-06 the Board of Commissioners of Gunnison County delegated to the County Manager authority to negotiate and execute all contracts, agreements, applications and other documents and take all actions on behalf of Gunnison County related to the Whetstone property and the Whetstone community housing development project and ratifying all previous actions thereto; and

WHEREAS, if, until and after the Property is annexed the Property will be served by Town water and sewer service, as a Consecutive System, pursuant to this Agreement between the Parties; and

WHEREAS, the Town will provide water and sewer service to the Property pursuant to the terms of this Agreement and consistent with the actions of the Town on November 21, 2022 and March 6, 2023, the IGA, and the MOU.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the Town agreeing to extend water and sewer service to the Property. This Agreement is intended to provide a contractual relationship between the Town and Owner to ensure compliance with the Town Code, state law, and all terms and conditions set forth herein.

2. **Effective Date.** This Agreement shall be effective upon the date of mutual execution by the Town and the Owner. This Agreement supersedes and replaces the July 15, 2024 Utility Extension Agreement to Provide Water and Sewer Service presently in effect between the Town and the County.

3. **Term and Termination.**

3.1. The terms of this Agreement are intended to be continuing in nature unless terminated under the provisions of this Paragraph 3, by mutual agreement of the Parties; the Project does not receive the necessary development approvals; or the commencement of construction of the Project does not occur within five (5) years of the Effective Date of this Agreement.

3.2. Owner may terminate this Agreement at any time prior to the Commencement of Service by the Town. In the event of such termination the Town shall be relieved of all obligations under this Agreement to provide service to the Project, and the Owner shall be relieved of its obligations under this Agreement, including but not limited to the Owner Obligations in Paragraph 4 and the Integrated Land Use and Transportation Plan provisions in Paragraph 14 of this Agreement.

3.3. Notwithstanding the foregoing the Town may suspend services and take any other action permitted by law to enforce the terms of this Agreement in the event Owner fails to make payments for services as described in Paragraph 7. For the avoidance of doubt, the Town's remedy of suspension of services is available only in the event Owner fails to make payments for services as required by Paragraph 7 (Service Rates) of this Agreement, and is available for no other alleged or actual breach of this Agreement by Owner.

3.4. In the event that either party seeks to terminate this Agreement on the grounds that the other party has failed to comply with the terms of this Agreement, it must first provide the other party written notice of its intent to terminate and permit the other party to cure any such breach within thirty (30) days of receipt of such notice; except that where such failure is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages.

3.4.1. For any breach by Owner of Sections 4.2 and 5.1.4 of this Agreement, the Town shall afford Owner ninety (90) days of receipt of such notice to cure any such breach.

3.5. In the event of termination, any and all rights or interests owned or held by the Town in the real or personal property of Owner, including but not limited to water rights or interests, shall revert to Owner, except that, subject to the terms and conditions of this Agreement and applicable law, the Town may continue to hold and enforce its Lien Rights set forth in Paragraph 16 (Lien Rights) of this Agreement.

4. **Owner Obligations.** The Town's extension and provision of utilities pursuant to this Agreement are specifically contingent on the following:

4.1. Owner shall restrict at least 80% (202 units) of all units of the Project as workforce and essential housing meeting the following minimum restrictions:

4.1.1. Workforce housing means the household includes:

4.1.1.1. At least one member working for at least 30 hours a week, or 1,500 hours per year for a Gunnison County based employer ("Full Time Worker"); or

4.1.1.2. A retired or disabled person who was a Full Time Worker at least four years immediately prior to such person's retirement or disability

4.1.2. A minimum of 202 units will be restricted for workforce housing.

4.1.3. No less than 40% (101 units) of the total number of units shall serve households earning no more than 120% AMI.

4.1.4. In addition, no less than 10% (25 units) of the additional units shall serve households earning no more than 170% AMI.

4.1.5. Notwithstanding the provisions of Paragraph 7 below, Owner shall be prohibited from leasing any Project residential units in violation of this Section 4.1.

4.2. Owner shall construct the Project's primary entrance to be served by an access aligned with the County Road 738, a/k/a Brush Creek Road, intersection with Highway 135, as approved under to the Colorado Department of Transportation ("CDOT") Access Permit No. 324018 ("Brush Creek Intersection"), including the following features:

4.2.1 A single-lane roundabout;

4.2.2 Relocated Gunnison Valley Regional Transportation Authority ("RTA") transit stops; and

4.2.3 A properly sized pedestrian underpass that is aligned with the development's central green space and the proposed RTA transit stops.

4.2.4 Except for the underpass described in Section 4.2.3, Owner shall commence construction of the Brush Creek Intersection with the design features set forth in this Paragraph 4.2 no later than June 1, 2027. Should Owner fail to commence construction by the Intersection Construction Date, the Town may exercise its rights under Section 4.4 of this Agreement. For purposes of this section commencement of construction shall mean the mobilization of equipment and personnel specifically for the construction of the Intersection exclusive of the improvements described in 4.2.5 below and shall not include any temporary work done to the Brush Creek

Intersection solely to support the construction of housing or other infrastructure for the Project.

4.2.5 Owner shall commence construction of the transit stops and underpass described in Sections 4.2.2 and 4.2.3 by June 1, 2026, and Owner shall complete construction of the underpass in Section 4.2.3 before any units in the Project are occupied.

4.3. The Applicant shall incorporate Zero Energy Home Ready Standard Version 1, Revision 8 and 2021 International Energy Conservation Code or equally restrictive energy requirements for the Project.

4.4. Owner has received a Safe Streets for All (SS4A) federal grant in the amount of \$6,468,000 for the Brush Creek Intersection. With regard to the obligations set forth in Paragraph 4.2.4 above the Parties acknowledge that the failure to commence construction is a material breach of the Agreement. The parties further acknowledge and agree that damages would be difficult to calculate and agree that liquidated damages in the amount of eleven million dollars (\$11,000,000), which represents the estimated total cost to construct the Brush Creek Intersection is appropriate. Subject to the provisions of Paragraph 3 of this Agreement, such amount shall be immediately due and payable upon the failure to commence construction as set forth herein, and shall be reduced by any amounts expended by Owner that have materially advanced the construction of the Brush Creek Intersection

4.4.1. Upon payment of such liquidated damages, Owner shall be relieved of any remaining obligations under this Paragraph 4.

4.4.2. Town agrees that any such liquidated damages received shall be solely applied to completion of the Brush Creek Intersection and for no other purpose.

4.4.2.1. Should Town elect not to use such funds to complete construction of the Brush Creek Intersection, Town shall refund such payment to Owner within fourteen (14) days of such election. Said election shall occur within one hundred twenty (120) days of said payment.

4.4.2.2. In lieu of receiving such repayment, the parties agree that Owner may demand specific performance of the Town to complete construction of the Brush Creek Intersection at its sole expense after payment of such damages, regardless of whether the Town receives grant monies or revenues from other sources to do so. Should Owner make such election, the Town's failure to specifically perform shall constitute a material breach of this Agreement.

4.4.3. Notwithstanding the foregoing, the parties acknowledge and agree that the remedies set forth in this Paragraph 4.4 are governed by Paragraph

20 of this Agreement (Force Majeure), and that a force majeure event with regard to this Paragraph 4.4 includes but is not limited to any delay (procedural or otherwise), failure or refusal by the Colorado Department of Transportation or any other public or private entity not under the direction or control of Owner and with jurisdiction over or related to the Brush Creek Intersection to authorize, further permit, review, approve, or concur with construction of the Brush Creek Intersection.

4.4.4. The parties acknowledge and agree that the remedies set forth in this Paragraph 4.4 are intended to penalize Owner, and not current Project unit residents, for Owner's noncompliance with this Paragraph 4, and therefore shall be construed in the light most favorable to protect the interests of existing residents of the Project.

5. **System Investment Fee.** Owner agrees to pay a total System Investment Fee of seven million, five hundred one thousand, nine hundred ninety-eight dollars and zero cents (\$7,501,998.00). The System Investment Fee is calculated based upon the unit count of 252 units, with all units having a square footage of 1875 square feet or less. If the unit count changes, or any unit exceeds 1875 square feet, the fee shall be adjusted accordingly by amendment to this Agreement.

5.1. Owner shall pay the System Investment Fee in installments, as follows:

5.1.1. A payment of at least seven hundred fifty-one thousand dollars (\$751,000), due and payable five (5) years after the date upon which the first residential unit of the Project receives a Certificate of Occupancy ("First Installment Payment");

5.1.2. A payment of at least seven hundred fifty-one thousand dollars (\$751,000) ("Second Installment Payment"), due and payable one (1) year after payment of the First Installment Payment; and

5.1.3. Payments of up to seven hundred fifty-one thousand dollars (\$751,000), due and payable on the first of January for each year after the Second Installment Payment and until the full balance of the System Investment Fee is paid.

5.1.4. Notwithstanding any other provision of this Agreement in the event that Owner fails to make any payment specified above any unpaid amounts of the total System Investment Fee set forth in this Section 5 shall immediately become due and payable with interest from the date the first Certificate of Occupancy was issued for the Project at a rate of 4% per annum compounded annually.

6. **Service Rates.**

6.1. Owner shall be charged for service at a rate of 80% of the then current in-town service rates per Equivalent Residential Unit ("EQR") as may be amended for

so long as this Agreement remains in effect and the Owner owns and maintains the distribution and service infrastructure as detailed below.

6.2. The parties intend that the Town will invoice Owner through a single master meter and a single account.

6.3. Owner shall install a master meter at the entrance to the property, separate meters at each building in the Project and provide monthly meter readings to the Town to assist in verifying usage and system integrity.

6.4. Monthly billing shall be based on readings of the master meter at the point of connection to the Town's water system. Billing shall be based on a tiered structure with Tier 1 applied to the first 4,000 gallons used per EQR in the Project as defined in the Town Code as may be amended, use above 4,000 gallons per EQR shall be billed at successively higher rates as usage per EQR increases.

6.5. The Town reserves the right to modify the rate structure based on the then current rate structure for Town users, except under no circumstances shall such modification change Owner's obligation to pay for service at a rate of 80% of such rates as required by Paragraph 6.1 of this Agreement.

6.6. Owner shall notify the Town as each building receives a Certificate of Occupancy and the service rates identified in this Paragraph 6 shall commence on the first day of the month following such notification.

7. **Water and Sewer System Design.** Pursuant to the Town's approval to move forward with investigating the feasibility of extending water and sewer to the Project, Owner was obligated to provide a feasibility study. Owner has provided a feasibility study with sufficient detail and analysis for the Town to determine the extension of water and sewer service is possible and what offsite, onsite and system wide improvements may be necessary for the Project to be served. However, the designs are still preliminary in nature and much work remains before final designs and construction. To address this uncertainty, the following milestones will be used by the Parties to determine feasibility and at each milestone Owner and Town shall in writing affirmatively agree to continue with design and extension:

7.1. **Feasibility Study Completion – System Design.**

7.1.1. Horizontal design is complete and system design choices regarding location, treatment, utility tie in connection and demarcation of ownership have been identified and system design is not intended to materially change at this point.

7.1.2. Full hydraulic analysis of impacts on both the water and wastewater system.

7.1.3. Identification of any necessary improvements to existing Town infrastructure to provide service.

7.2. Interim System Design Evaluation – CDPHE submission and approval. Parties shall evaluate the project based on CDPHE final approval requirements. Components of the CDPHE submission to be shared with the Town include, at a minimum:

7.2.1. Basis of design report for water;

7.2.2. Site Application for the lift station; and

7.2.3. 60% design documents

7.3. Construction Drawing Approval. Prior to commencement of construction of utilities, the Town shall review and approve final construction drawings for the Project's offsite water and wastewater improvements including at the connection(s) to the existing Town system ("Connection Point") and improvements to the existing Town system to accommodate collection, delivery or treatment improvements necessary to serve the Project. The Town shall review and approve Project onsite construction drawings for both water and wastewater to the extent it impacts the Town's collection, distribution or treatment systems. Owner and Town shall in writing affirmatively agree that the construction drawings reflect the Town's requirements for connection to the Town's infrastructure.

7.4. As-built drawings. Owner shall provide updated construction drawings and as-built drawings, in a format approved by Town, prior to Commencement of Service.

7.5. Easements. Owner shall convey easements to the Town prior to Commencement of Service for any facilities located on private property that are to be owned by the Town.

7.6. Design Dispute Resolution. In the event the Owner and Town do not affirmatively agree in writing as to the Parties' respective compliance with the terms of this Section 7 of the Agreement the parties shall meet and confer to reconcile any such disagreement, and, if necessary, agree to retain a mediator and conduct a mediation to facilitate such negotiations. If such efforts do not result in an agreement between the Parties this Agreement shall terminate and the Parties shall have no further obligations.

8. Water and Sewer Utility Improvements Construction.

8.1. Prior to Construction the Parties shall hold at least one preconstruction meeting and at that time establish a schedule for construction coordination. All work undertaken at the Connection Point shall only occur under the supervision of the Town and the Town has final acceptance authority over such work. Connections to Town infrastructure shall only occur pursuant to Town Code.

8.2. Any water system charging or use prior to the Commencement of Service for any portion of the Project exceeding 100 gallons per minute shall require

coordination and approval regarding timing by the Town, which will not be unreasonably withheld.

8.3. All onsite and offsite water and sewer utility improvements shall be constructed by the Owner in conformance with the plans and specifications approved by the Parties pursuant to Paragraph 8 above ("Approved Improvements"), the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Costs of constructing Approved Improvements from the Connection Point shall be borne by the Owner.

8.4. Owner shall be responsible for Approved Improvements. Such improvements will be constructed in conformance with the plans and specifications approved by the Parties pursuant to Paragraph 7 above, the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Approved Improvements on the Town side of the Connection Point shall be completed by the Town in conformance with the plans and specifications approved by the Parties pursuant to this Paragraph 8, the terms and conditions of this Utility Extension Agreement, and such conditions and requirements as approved by the Colorado Department of Public Health and Environment ("CDPHE"). Costs of constructing all water and sewer utility improvements on the Town side of the point of Connection Point shall be billed by the Town and paid by the Owner within 30 -days of invoicing.

8.5. If the addition of the Project to the Town's system directly causes any presently unforeseen impacts on Town water or wastewater treatment operations that necessitate additional capital investments or costs to the Town in relation to the operation and maintenance of Town water and wastewater systems the Owner shall pay for such costs. Additional costs caused by new or amended laws, regulations or standards applicable to Town but not unique to the Project shall not constitute additional costs to the Project.

8.5.1. Owner's obligations under this Paragraph 8.5 expire five (5) years after 100% of the residential units of the Project receive a Certificate of Occupancy.

9. Maintenance, Repair and Replacement.

9.1. The cost of maintaining, repairing, and replacing all water and sewer improvements from the point of connection for the Project shall be borne solely by the Owner. Owner shall adopt and share with Town an operation and maintenance plan in compliance with applicable State and local regulation(s) once final facility designs have been completed and prior to Commencement of Service. Owner specifically acknowledges that regardless of whether the Project is annexed into the Town or not the responsibilities from the point of connection shall remain the sole responsibility of the Owner.

9.2. The operation and maintenance plan prepared by the Owner shall include at a minimum:

9.2.1 Annual backflow testing;

9.2.2 Flushing schedule and procedures;

9.2.3 Quarterly BOD and TSS testing of the effluent;

9.2.4 Annual inspections of distribution and collection system;

9.2.5 Scheduled maintenance; and

9.2.6 Maintenance and inspection records for preceding years.

9.3. The Owner shall provide the operation and maintenance plan to the Town annually or when significant updates are made, whichever is more frequent.

9.4. All repairs required at the point of connection shall be completed within 48 hours.

9.5. The Town is relying on the water and sewer conditions of a residential development and the chlorination and sewer treatment requirements consistent with such a development. In the event that changes to the approved the Project require additional treatment that increase the operational or capital costs of the Town's water or sewer system the Town reserves the right to apply a surcharge to either water or sewer service to pay for necessary system upgrades to the Town's facilities.

9.6. In the event repairs to the Owner's facilities that are necessary to protect either the Town's water or sewer system or to maintain the Town's permitting status if such repairs are not initiated within 48 hours the Town shall have the right to make such repairs and to recover those costs plus costs of collection from Owner.

10. **Service During Construction and Commencement of Service.**

10.1. **Service During Construction.** Owner may need to utilize water service during construction. In the event Owner requests service during construction Owner shall be billed at the Town's irrigation use only service rate. Such rate would apply to all water used for whatever purpose including flushing and commissioning of the Project water system prior to the Commencement of Service.

10.2. **Commencement of Service.** The Town's obligation to serve shall not commence until all necessary water and sewer improvements have been completed, certified by a registered engineer as having been completed per plans and specifications and have received any necessary State permits. Service may commence on a phased basis provided that each phase meets the necessary

operational conditions identified as part of the Water and Sewer System Design approved by the Parties pursuant to Paragraph 8 above.

11. Wastewater Flows and Standards.

11.1. Maximum Wastewater Flows and Standards. Maximum wastewater flows shall not exceed daily standards of 100 gallons per person per day (2.3 persons per unit). The Project is designed to 80 gallons per person per day.

11.2. Minimum Wastewater Flows and Standards. Owner shall from the date of Commencement of Service ensure that wastewater flows delivered to the point of connection are no less than 75 gcpd. Wastewater Total Suspended Solids ("TSS") and Biochemical Oxygen Demand ("BOD") shall not exceed 275 mg/l and 300 mg/L respectively on a quarterly basis. In the event that these standards are exceeded two consecutive quarters or three times in any 24-month period the service fees outlined in Paragraph 6 shall be increased during the period of time that the flows are exceeded to 150% of then effective in Town service fees but such fees shall revert to rate set forth in Paragraph 6 (Service Rates) of this Agreement once wastewater flows meet the foregoing standards. Owner shall be responsible for all testing and associated costs to determine flows are in compliance with established standards. Town may require reasonable additional testing to determine compliance is regained and maintained.

12. Water Treatment and Demand.

12.1. Owner agrees and understands that the Town's obligation is to deliver treated water to the point of connection. Owner is solely responsible for permitting, treatment and distribution of water to the Project pursuant to the then in effect permitting regulations.

12.2. Except for flows necessary to address an emergency, such as a fire, Owner agrees that the maximum instantaneous demand for water shall not exceed 100 gallons per minute. Flows exceeding 100 gallons per minute shall require coordination and approval regarding timing by the Town, which shall not be unreasonably withheld.

13. CDPHE Permitting, Reporting and Transparency. Owner shall apply for and obtain CDPHE permits for both Water and Wastewater. Town shall be provided all correspondence outgoing and incoming from CDPHE for permits and reporting requirements associated with the delivery and treatment of water and wastewater from the Project.

14. Integrated Land Use and Transportation Plan. Owner agrees to initiate an integrated land use and transportation plan for State Highway 135 covering at a minimum the area between Crested Butte South and Mt. Crested Butte with the project initiated in 2025. Unless mutually agreed upon by the Parties, the collaborative planning effort shall follow the steps identified in One Valley Resiliency Roadmap, Strategy 3 under Land Use, Transportation & Infrastructure. Town agrees that it will financially contribute to the cost of the planning effort required by this Paragraph 14.

15. **Indemnification.** Owner agrees to the extent permitted by law to indemnify, defend and hold the Town harmless against any costs or liabilities arising out of and directly connected with this Agreement. Such indemnification, to the extent permitted by law, shall be limited by Owner's liabilities and protections under the Colorado Governmental Immunity Act as set forth in Paragraph 16 of this Agreement.

16. **Lien Rights.** To the extent permitted by law, the Town shall have the right to prepare and record a lien against the Property for the amount of any costs, fees and other expenses which it has advanced, or which Owner is required to pay pursuant to this Agreement. Such costs and fees include, but are not limited to, system investment fees, user fees, recording, and engineering fees.

17. **Assignment.** The parties agree and acknowledge that the rights and obligations of Owner under this Agreement may be assigned by Owner to persons or entities acquiring title to the Property with the prior consent of the Town; provided, however, any assignee shall agree in writing to be bound by the terms and conditions of this Agreement, and Owner shall give notice to the Town of any such conveyance, together with the assignee's written agreement to be bound by the terms and conditions of this Agreement. Town shall not unreasonably withhold its approval of such assignment but reserved the right to negotiate additional or changed terms including service rates as a condition of approving any assignment.

18. **Governmental Immunity.** The Parties understand and agree that both the Town and Owner are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available by law to the Town, Owner, their officers, or their employees.

19. **Annual Appropriation.**

19.1. **Town Appropriation.** Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

19.2. **Owner Appropriation.** Owner's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

20. **Force Majeure.** Neither Party shall not be liable to the other for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to either Party's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of the Party's control, or other severely disruptive natural occurrences; embargo; strike; civil unrest; war; local or national emergency; court order; failure to secure services, materials or labor not due to Owner's acts or omissions; or any other circumstances

beyond Owner's reasonable control ("Force Majeure Event"). Should a Force Majeure Event occur, either party may terminate this Agreement pursuant to Paragraph 3 of this Agreement.

21. **Relationship of the Parties.** The parties to this Agreement are governmental entities created under and governed by the Constitution and laws of the United States and the State of Colorado. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other such relationship between the parties.

22. **Time is of the Essence.** The parties acknowledge and agree that unless expressly stated otherwise in this Agreement, time is of the essence with respect to the performance of all obligations set forth in this Agreement. The parties acknowledge that any failure to meet the specified timeframes, deadlines, or milestones for the performance of obligations under this Agreement, without obtaining prior written consent from the other party, shall constitute a material breach of this Agreement. No delay, extension of time, or other indulgence granted by either party shall be deemed a waiver of the provisions of this paragraph, and such provisions shall remain in full force and effect.

23. **Final Agreement.** This Agreement supersedes all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner. Neither party shall be subject to any changes to either party's ordinances, resolutions, regulations, terms, conditions, policies, or practices enacted after the Effective Date of this Agreement unless the parties mutually agree to them in writing.

24. **Modifications.** This Agreement shall not be amended except by subsequent written agreement between the Town and Owner.

25. **Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, ordinance, resolution or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

26. **Definitions.** Unless expressly defined otherwise in this Agreement, all terms and phrases used herein shall be interpreted as follows:

26.1. **Colorado Law:** Terms defined under Colorado law shall be interpreted in accordance with their meanings as provided by the relevant statutes and legal principles in the state of Colorado.

26.2. **Industry Usage:** Terms that are commonly used and recognized within the relevant industry shall be interpreted in accordance with their ordinary industry meanings.

26.3. **Plain and Ordinary Meaning:** All other terms and phrases shall be interpreted according to their plain and ordinary meanings as generally understood in the English language.

26.4. In the event of any conflict or ambiguity between or regarding the definitions provided under Colorado law, industry usage, or plain and ordinary

meaning, the parties shall seek to resolve such conflict in good faith and in a manner that gives effect to the intent of this Agreement as a whole.

27. **No Representations.** It is expressly understood that neither Owner nor the Town cannot legally be bound by the representations of any of its officers or agents or their designees except in accordance with the Town Code and the laws of the State of Colorado. The parties, when dealing with each other, act at their own respective risk as to any representation or undertaking by their respective officers, officials, agents or their designees that is subsequently held unlawful by a court of law with competent jurisdiction, provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

28. **Captions.** The captions and paragraph headings in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

30. **Severability.** If any provision of this Agreement shall be determined to be void or invalid by a court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

31. **No Third-Party Beneficiaries.** No provision of this Agreement shall be deemed or construed to create any obligation or liability on the part of either party to any third party, nor shall any third party have any rights under this Agreement as a third-party beneficiary.

32. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado. Should any party institute suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Gunnison County, Colorado.

33. **Attorneys' Fees; Survival.** Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

34. **Authority.** Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the party on whose behalf he or she purports to sign to the terms and conditions hereof.

35. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. This Agreement may be executed by facsimile signature; provided that the original

signature page shall be transmitted to the other party by regular mail within ten (10) days of such facsimile signature.

36. **Notice.** All notices required under this Agreement shall be in writing and shall be sent by electronic mail, hand-delivery, facsimile transmission, or registered or certified mail, return receipt requested, postage pre-paid, to the addresses of the parties set forth herein. All notices by hand delivery or facsimile shall be effective upon actual receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change to address to which future notices may be sent.

Notice to the Town: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224

With copy to: Town Attorney
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224

Notice to Owner: County Manager
 Gunnison County
 200 E. Virginia
 Gunnison, CO 81230

With Copy to: County Attorney
 Gunnison County
 200 E. Virginia
 Gunnison, CO 81230

37. **Gender.** Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

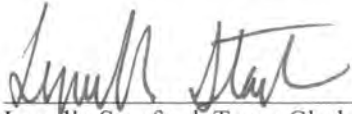
WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF CRESTED BUTTE, COLORADO

A handwritten signature in dark ink, appearing to read 'Ian Billick', is written over a horizontal line.

Ian Billick, Mayor

ATTEST:



Lynelle Stanford, Town Clerk

COUNTY OF GUNNISON, COLORADO



County Manager

ATTEST:


Katherine Hase, County Clerk, Deputy

Exhibit A

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE¼, SE¼ OF SAID SECTION 12;
THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE POINT OF BEGINNING;
THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;
THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;
THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;
THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH
LINE OF THE SW¼SE¼ OF SAID SECTION 12;
THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW¼SE¼ TO THE TRUE POINT OF BEGINNING.

COUNTY OF GUNNISON
STATE OF COLORADO

PRE-ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of JULY, 2024 by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (hereinafter "Town") and GUNNISON COUNTY, COLORADO, a Colorado county and political subdivision of the State of Colorado (hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property currently located in unincorporated Gunnison County, Colorado, commonly known as the Whetstone Project (the "Project"), and more specifically described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, Owner is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County; and

WHEREAS, Owner desires to construct 252 units of which 80% will be restricted workforce and essential housing on the Project site, as these terms are defined by the *Gunnison County Land Use Resolution*; and

WHEREAS, on March 1, 2022, Owner executed a Memorandum of Understanding with the Town for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development ("MOU"); and

WHEREAS, on September 18, 2023, Owner and Town executed an Intergovernmental Agreement for the extension of utilities to the Project ("IGA"); and

WHEREAS, the IGA provides that, "the Town agrees to process an ordinance modifying Section 13-1-280 . . . to eliminate the annexation requirement associated with the potential Wastewater extension" to the Project, which action was taken with the approval of Ordinance No. 2, Series 2024 on February 20, 2024; and

WHEREAS, the IGA further provides that, "[i]f the modification to the CBMC is approved, the County and Town shall negotiate in good faith to determine if future annexation of



the Whetstone Project is in the best interests of the Parties [Owner and Town] and the residents of Crested Butte and the Whetstone Project.”; and

WHEREAS, the Property is presently capable of being annexed to the Town, Owner agrees to petition for annexation of the Property to the Town as set forth herein; and

WHEREAS, for properties outside of the Town the *Crested Butte Municipal Code* (Town Code) allows for the extension of water and sewer services upon execution of a pre-annexation or utility extension agreement; and

WHEREAS, Section 31-12-121 C.R.S., as amended, further authorizes the Town and Owner to enter into a Pre-Annexation Agreement; and

WHEREAS, the Town and Owner desire to enter into a pre-annexation Agreement (“Agreement”) to set forth the terms and conditions to annexation, timing of annexation and reserve the right to negotiate additional terms and conditions upon annexation of the Property to the Town; and

WHEREAS, the parties intend that regardless of annexation the Town will provide water and sewer service to the Property pursuant to the terms of this Agreement and the Utility Extension Agreement of even date herewith; should annexation not occur, the parties nonetheless shall continue to operate under the Utility Extension Agreement notwithstanding such non-occurrence;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the potential annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation contained in the Town Code, as amended, the MOU, the IGA, and the Municipal Annexation Act of 1965, as amended, Section 31-12-101 C.R.S., et seq. This Agreement is intended to provide a contractual relationship between the Town and Owner to ensure compliance with the Town Code, state statutes, and all terms and conditions set forth herein. Either party’s failure to comply with this Agreement or the Town Code, the MOU, the IGA shall constitute a material breach of this Agreement, and either party shall be entitled to terminate this Agreement upon such breach. This Agreement includes additional terms and conditions for the purposes of the Municipal Annexation Act. Upon filing of an annexation petition, the Town and Owner agree that additional conditions may be required or agreed upon by the Parties. Both Parties expressly acknowledge that neither is required to agree to such additional terms and conditions. Owner is obligated to file a petition for annexation and the Town is required to consider such petition in good faith.

2. **Effective Date.** This Agreement shall be effective upon the date of execution by the Parties.

3. **Annexation Timing.** The Owner shall petition for annexation of the Property within five (5) years of the issuance of the final certificate of occupancy for the Project is issued or on mutual agreement of the Parties.

4. **De-Annexation from Special Districts.** Owner shall petition for exclusion from any taxing districts which provide services to the Property that the Town is capable of providing, at such time as the Property is annexed into the Town, so long as the Town expressly agrees to provide such substitute services as part of the annexation process. All costs of de-annexation shall be borne by Owner.

5. **Fees.** Owner agrees to pay all actual costs incurred for notice publication, and recording fees related to the annexation or this Agreement. The Town agrees to pay its own legal and administrative costs related to processing the annexation and agrees to waive application fees.

6. **Zoning and Site Planning.** The Property is being developed under Gunnison County *Land Use Resolution* ("LUR") as a Major Impact Project as detailed on the site plan attached as **Exhibit B**. The owner intends to develop the property as multi-family residential workforce housing in conformance with the LUR's Major Impact Project regulations.

(a) The Town hereby expresses its intent to annex the property and zone the Property as a Planned Unit Development ("PUD") pursuant to the Town Code as amended. The Town shall only impose such requirements from its PUD ordinances as are consistent with the approved Major Impact Project LUR permit.

(b) The parties do not intend, and are not, by entering into this Agreement seeking to usurp or interfere in any way with the County's jurisdiction.

(c) Future land use review of development or redevelopment of the Property shall be in accordance with the PUD Plan and any matters not addressed therein shall be governed by the then in effect Town Code, to the extent consistent with Colorado law.

7. **Resource Conservation.** The Property shall be developed pursuant to the applicable Gunnison County Building Codes, the LUR, and the Gunnison County Road and Bridge Standards and Specifications, as amended, provided, however, that the development shall not be served by natural gas and shall to the maximum extent practicable adhere to current best management practices for energy efficiency. Notwithstanding any other provision of this Agreement, the County is and shall remain the permitting agency for the Project with regard to Gunnison County Building Codes, the LUR, and the Gunnison County Road and Bridge Standards and Specifications, as amended, and regardless of whether the Property is ultimately annexed by the Town.

8. **Unforeseen Costs.** Owner agrees to the extent permitted by law to indemnify, defend, and hold the Town harmless against any costs or liabilities arising out of and directly connected with this Agreement, except for a Force Majeure Event described in Section 14. Such indemnification, to the extent permitted by law, shall be limited by Owner's liabilities and protections under the Colorado Governmental Immunity Act as set forth in Section 29 of this Agreement.

9. **Water Rights.** Upon annexation of the Property, Owner shall transfer to the Town by quit claim deed any water rights owned or held by Owner in connection with the Property. To the extent such water rights are used on the Property for outside irrigation purposes the Town agrees to lease such water rights back to the Owner for a nominal sum for continued use on the Property

provided Owner continues to maintain its augmentation contract for such water rights outside use through the Upper Gunnison River Water Conservancy District.

10. **Termination.** Unless expressly provided otherwise in this Agreement, each party reserves the right to terminate this Agreement if the other party breaches any term or condition hereof, and, after receipt of written notice thereof from the non-breaching party, fails to cure such breach within thirty (30) days of receipt of such notice; except that where such breach is not susceptible to timely cure despite reasonable efforts by the breaching party, the breaching party shall have such additional time as is reasonably necessary to effect a cure where such cure is being diligently pursued. In addition to termination of this Agreement, the non-breaching party may pursue all rights and remedies at law and in equity against the breaching party, including, without limitation, specific performance and actions for damages.

11. **Termination Upon Annexation.** Except as to those provisions intended to be a continuing obligation this Agreement shall terminate automatically on the effective date of the annexation to the Town of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement. Until annexation, nothing herein shall be construed as obligating the Town to provide any services to Owner except as set forth in the Utility Extension Agreement.

12. **Failure or Refusal to Annex.** In the event that Owner fails to timely apply for annexation of the Property as required by this Agreement, and so long as the force majeure provisions of Section 14 of this Agreement do not apply, the Town may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement, except that the Town is not permitted to terminate the Utility Extension Agreement solely due to Owner's failure to comply with this Section 12. The rights and remedies under this paragraph shall be cumulative. By entering into this Agreement, Owner specifically waives its right to contest such annexation if it is commenced pursuant to the provisions of this paragraph, and further agrees to reasonably cooperate with in any attempt to contest such annexation by any third party. Should Town refuse to annex the Property as contemplated by this Agreement, fail to complete annexation within two (2) years of Owner's submission of a complete annexation application, Owner may terminate this Agreement pursuant to Section 10 of this Agreement. Such termination shall have no effect on the Utility Extension Agreement. To the extent permitted by law, Owner hereby appoints the Town Clerk as its attorney-in-fact to execute and deliver all documents necessary to annex the Property to the Town, should the Owner fail or refuse to apply for annexation as required under this Agreement.

13. **Election.** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to Section 31-12-112 C.R.S., as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions herein.

14. **Force Majeure.** Owner shall not be liable to Town for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to Owner's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of the Owner's control, including but not limited to the Town's failure or refusal to fully and properly annex the property or comply with the laws governing annexation, or other severely disruptive natural occurrences; embargo; strike; civil unrest; failure to secure services, materials or labor not due to Owner's acts or omissions; or any other circumstances beyond Owner's reasonable control ("Force Majeure Event"). Should a Force Majeure Event occur, either party may terminate this Agreement pursuant to Section 10 of this Agreement.

15. **Assignment.** The parties agree and acknowledge that the rights and obligations of Owner under this Agreement may be assigned by Owner to persons or entities acquiring title to the Property or any portion of the Property with the prior consent of the Town; provided, however, any assignee shall agree in writing to be bound by the terms and conditions of this Agreement, and Owner shall give notice to the Town of any such conveyance, together with the assignee's written agreement to be bound by the terms and conditions of this Agreement. Town shall not unreasonably withhold its approval of such assignment.

16. **Final Agreement.** This Agreement supersedes all prior written and oral agreements and representations of the parties and is the total integrated agreement between the Town and Owner. Neither party shall be subject to any changes to either party's ordinances, resolutions, regulations, written policies or practices enacted after the effective date of this Agreement unless the parties mutually agree to be subject to such changes in writing. Should any conflict exist between the terms or conditions of this Agreement and the Utility Extension Agreement, the Utility Extension Agreement shall control.

17. **Modifications.** This Agreement shall not be amended except by subsequent written agreement between the Town and Owner.

18. **Relationship of the Parties.** The parties to this Agreement are governmental entities created under and governed by the Constitution and laws of the United States and the State of Colorado. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other such relationship between the parties.

19. **Time is of the Essence.** The parties acknowledge and agree that unless expressly stated otherwise in this Agreement, time is of the essence with respect to the performance of all obligations set forth in this Agreement. The parties acknowledge that any failure to meet the specified timeframes, deadlines, or milestones for the performance of obligations under this Agreement, without obtaining prior written consent from the other party, shall constitute a material breach of this Agreement. No delay, extension of time, or other indulgence granted by either party shall be deemed a waiver of the provisions of this Paragraph, and such provisions shall remain in full force and effect.

20. **Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, ordinance, resolution, or other authority shall be interpreted to

refer to such authority then current, as may have been changed or amended since the effective date of this Agreement.

21. **Definitions.** Unless expressly defined otherwise in this Agreement, all terms and phrases used herein shall be interpreted as follows:

(a) **Colorado Law:** Terms defined under Colorado law shall be interpreted in accordance with their meanings as provided by the relevant statutes and legal principles in the state of Colorado.

(b) **Industry Usage:** Terms that are commonly used and recognized within the relevant industry shall be interpreted in accordance with their ordinary industry meanings.

(c) **Plain and Ordinary Meaning:** All other terms and phrases shall be interpreted according to their plain and ordinary meanings as generally understood in the English language.

(d) In the event of any conflict or ambiguity between or regarding the definitions provided under Colorado law, industry usage, or plain and ordinary meaning, the parties shall seek to resolve such conflict in good faith and in a manner that gives effect to the intent of this Agreement as a whole.

22. **No Representations.** It is expressly understood that neither the Owner nor the Town can legally be bound by the representations of any of its officers or agents or their designees except in accordance with County Ordinance or Resolution, the Town Code and the laws of the State of Colorado. The parties, when dealing with each other, acts at their own respective risk as to any representation or undertaking by each other's officers, agents or their designees that is subsequently held unlawful by a court of law with competent jurisdiction provided, however, this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines such as estoppel.

23. **Captions.** The captions and paragraph headings in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. **No Third-Party Beneficiary.** The parties intend no third-party beneficiaries to this Agreement, and none shall be permitted hereunder.

26. **TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR").

(a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

(b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.

(c) Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

(d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds, or moneys of the parties except the amount appropriated for the purpose of making payments hereunder during the current fiscal year.

27. **Severability.** If any provision of this Agreement shall be determined to be void or invalid by a court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

28. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado. Should any party institute suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Gunnison County, Colorado.

29. **Governmental Immunity.** The Parties understand and agree that both the Town and Owner are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available by law to the Town, Owner, their officers or their employees.

30. **Attorneys' Fees; Survival.** Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

31. **Authority.** Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the party on whose behalf he or she purports to sign to the terms and conditions hereof.

32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. This Agreement may be executed by facsimile signature, provided that the original

signature page shall be transmitted to the other party by regular mail within ten (10) days of such facsimile signature.

33. **Notice.** All notices required under this Agreement shall be in writing and shall be sent by electronic mail, hand-delivery, facsimile transmission, or registered or certified mail, return receipt requested, postage pre-paid, to the addresses of the parties set forth herein. All notices by hand delivery or facsimile shall be effective upon actual receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change to address to which future notices may be sent.

Notice to the Town: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

With copy to: Town Attorney
Town of Crested Butte
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

Notice to Owner: County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

With Copy to: County Attorney
Gunnison County
200 E. Virginia
Gunnison, CO 81230

34. **Gender.** Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

TOWN OF CRESTED BUTTE, COLORADO



Ian Billick, Mayor

ATTEST:



Lynelle Stanford, Town Clerk

COUNTY OF GUNNISON, COLORADO



Matthew Birnst County Manager

Exhibit A

A TRACT OF LAND SITUATED IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12;
THENCE NORTH 89°12'09" WEST 923.20 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO THE POINT OF BEGINNING;
THENCE NORTH 42°14'00" EAST 880.11 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY NO. 135;
THENCE NORTH 47°46'00" WEST 643.60 FEET ALONG THE WEST RIGHT OF WAY;
THENCE SOUTH 42°14'00" WEST 629.73 FEET TO THE EAST LINE OF BOOK 374 AT PAGE 65;
THENCE SOUTH 00°51'17" EAST 613.88 FEET ALONG THE EAST LINE OF BOOK 374 AT PAGE 65 TO THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 12;
THENCE SOUTH 89°12'09" EAST 299.10 FEET ALONG THE NORTH LINE OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO THE TRUE POINT OF BEGINNING,

COUNTY OF GUNNISON
STATE OF COLORADO

EXHIBIT B

Site Plan

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2024-_____**

**A RESOLUTION DELEGATING TO THE EXECUTIVE SECRETARY OF THE
GUNNISON COUNTY HOUSING AUTHORITY THE AUTHORITY TO
NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS,
APPLICATIONS AND OTHER DOCUMENTS AND TO TAKE ALL
NECESSARY AND PROPER ACTIONS RELATED TO THE WHETSTONE
COMMUNITY HOUSING DEVELOPMENT AND RATIFYING ALL PREVIOUS ACTIONS
THERETO**

WHEREAS, the Gunnison County Housing Authority (“CHA”) is a county housing authority created and operating under the Constitution and laws of the State of Colorado, particularly C.R.S. § 29-4-501 *et seq.*;

WHEREAS, the Gunnison County Board of County Commissioners first authorized the creation of the CHA by Resolution Nos. 1979-33 and 1979-34;

WHEREAS, the current and operating CHA was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority, said Certificate being accepted by the Colorado Division of Housing on August 18, 1982;

WHEREAS, CHA is authorized pursuant to C.R.S. § 29-4-505 to “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority”, to “to exercise any of the public powers granted to city housing authorities” and to “do all acts and things necessary or convenient to carry out the powers” of CHA;

WHEREAS, pursuant to its bylaws first adopted by Gunnison County Resolution No. 1979-34 and C.R.S. § 29-4-504(5), the CHA Board has appointed the County Manager to act as the Executive Secretary of CHA;

WHEREAS, pursuant to its bylaws and C.R.S. § 29-4-504(5), the CHA Board “may delegate to one or more of its agents or employees such powers or duties as it may deem proper[;]”

WHEREAS, pursuant but not limited to the foregoing authorities, the CHA Board is authorized and empowered by the laws of the State of Colorado to ratify and confirm past acts and decisions of the Executive Secretary and other agents, officers and employees of CHA;

WHEREAS, the CHA Board affirms its authority to retroactively approve and ratify actions taken by the Executive Secretary in the best interest of CHA as well as to further formalize all past delegations of authority to the Executive Secretary and other County officers and employees by the CHA Board;

WHEREAS, by deed from the Gunnison County Board of County Commissioners, CHA has acquired or will acquire parcel(s) of real property, including that located at 25115 Hwy

135 and legally described as a tract of land in the NW1/4 SE1/4, Section 12, Township 14 South, Range 86 West, and known as the “Whetstone Property”, for the purpose of CHA to construct, administer and operate a community workforce housing development on said property, known as the “Whetstone Project”;

WHEREAS, by Resolution No. 2024-35, the Gunnison County Board of County Commissioners approved the Preliminary and Final Plan for the Whetstone Project under the *Gunnison County Land Use Resolution* (“LUR”);

WHEREAS, the Executive Secretary and the CHA Board anticipate that the Executive Secretary will be required to execute additional agreements and contracts and take such additional and appropriate steps to construct, further develop, finance, administer, operate and complete the Whetstone Project in order to provide attainable workforce housing in Gunnison County;

WHEREAS, the CHA Board finds it in the best interest of the CHA to delegate to the Executive Secretary and to the staff of the County the authority to construct, operate and administer the Whetstone Property and the Whetstone Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority that

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the CHA Board.

2. The Board hereby delegates to the Executive Secretary, who is also the County Manager, or his or her designee, the authority to take all acts and negotiate and execute all contracts, agreements, applications, and other such documents necessary and appropriate relating to the Whetstone Property and the Whetstone Project, including but not limited to:

a. All acts, agreements or documents necessary to acquire, purchase, lease, assign, exchange, sale, or encumber the Whetstone Property and surrounding properties;

b. All acts, agreements, or documents necessary for the sale, lease, assignment, transfer or dedication of any property interest held or acquired by CHA with regard to the Whetstone Property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;

c. All acts, agreements, or documents necessary for continued compliance with the land use change permit for the Whetstone Project issued by the Gunnison County Board of County Commissioners under Resolution No. 2024-35;

d. All acts, agreements, or documents necessary to secure utility services to the Whetstone Project including but not limited to compliance with existing agreements necessary for such utilities and for potential municipal annexation of the Whetstone Property;

e. All acts, agreements, or documents necessary to lease residential units to residents or tenants of the Whetstone Property; and

f. All acts, agreements, or documents necessary for the development, construction, and financing of the Whetstone Project, including but not limited to all contracts or agreements with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project.

3. All action heretofore taken not expressly inconsistent with the provisions of this Resolution by the CHA Board or the officers, agents or employees of the County, including but not limited to the Executive Secretary relating to the Whetstone Property and the Whetstone Project, including but not limited to those actions set forth in the foregoing recitals, and also including but not limited to:

a. The acquisition, purchase, lease, assignment, exchange, sale or encumbrance of the Whetstone Property and surrounding properties;

b. The sale, lease, assignment, transfer or dedication of any property interest held or acquired by CHA with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;

c. Compliance with the land use change permit for the Whetstone Project under the LUR;

d. All agreement(s) with the Town of Crested Butte, special districts and other service providers to provide utility services to the Whetstone Project, including but not limited to any agreement, application or other such paper or process related to potential annexation of the Whetstone Property by the Town of Crested Butte; and

e. All agreement(s) with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

Are hereby ratified, approved and confirmed *nunc pro tunc*.

5. The Executive Secretary, and other employees and officials of Gunnison County are hereby authorized and directed on behalf of CHA to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the Executive Secretary prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee, or other counsel for the CHA, for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of CHA herein authorized shall be conclusive evidence of the approval by CHA of such instrument in accordance with the terms hereof.

6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against CHA, Gunnison County, or any of their respective officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

7. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any CHA Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

8. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

9. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____ 2024.

**GUNNISON COUNTY HOUSING
AUTHORITY**

By

Jonathan Houck, Chairperson

By

Elizabeth Smith, Vice-Chairperson

By

Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk