

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

**DATE:** Tuesday, May 20, 2025

**Page 1 of 2**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

8:30 am

- Call to Order
- Special Event Liquor Permit 2-2025; Arrowhead Volunteer Fire Department; 7/5/2025 from 10:00 am to 3:00 pm
- Adjourn

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

8:31 am

- Call to Order; Agenda Review
- Minutes Approval:
  1. May 6, 2025 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Acknowledgment of County Manager Approval to Submit; 2025 Community Foundation of the Gunnison Valley Grant Application; Gunnison County Community Health Coalition Operating Expenses; \$7,000
  2. Amendment No. Five (5) to Contract Dated September 29, 2022 between Jviation, a Woolpert Company, LLC and Gunnison County Gunnison Colorado; Gunnison-Crested Butte Regional Airport; Pavement Maintenance; \$61,085
  3. Intergovernmental Agreement between San Miguel County and Gunnison County Regarding Fiscal Agent for State Homeland Security Grant
  4. Rocky Mountain Health Foundation Award Acceptance Letter; Gunnison County Health Coalition; \$10,000
  5. State of Colorado Department of Health Care Policy and Financing Agreement with Gunnison County Department of Health and Human Services for the Colorado Dental Health Care Program for Low-Income Seniors; 7/1/2025-6/30/2026; \$10,010
  6. Colorado Department of Early Childhood Grant Application; Community Based Child Abuse Prevention Implementation; 10/1/2025-9/30/2026; \$75,000
  7. State of Colorado Department of Public Health and Environment Task Order No. 2026\*0298; Contract 23 FAA 00023; 7/1/2025-6/30/2026; \$97,661

8:35 am

- Gunnison County Road and Bridge Ballot Measure Discussion

8:45 am

- Resolution; Supporting Public Lands

8:50 am

- County Manager's Reports

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

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

**DATE:** Tuesday, May 20, 2025

**Page 2 of 2**

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

9:00 am

- Public Hearing; Amending the 2021 Editions of the International Building Code and International Residential Code; and Establishing a Schedule of Permit Fees:
  1. Resolution; Amending the 2021 Editions of the International Building Code and International Residential Code
  2. Resolution; Establishing a Schedule of Permit Fees
- Break

10:15 am

- Vouchers and Transfers
- Treasurer's Report

10:20 am

- Land Use Change Approvals:
  1. Boundary Line Adjustment; LUC-25-00005; Lot 32, Dos Rios Homesites; Stephanie Porter and William Gattis
  2. First Amendment to Declaration of Protective Covenants; LUC-25-00012; The Back Nine Townhomes
  3. Lot Cluster Agreement; LUC-25-00009; Parcels 3701-250-00-105 and 3701-250-00-114; Donald and Victoria Archuleta
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

**ZOOM MEETING DETAILS:**

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

One tap mobile

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

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Special Event Liquor Permit 2-2025; Arrowhead Volu

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Special Event Liquor License for Arrowhead Volunteer District Department

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/8/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 1

Agenda Date: 5/20/2025

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THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 2-2025

to sell/serve malt, vinous, and spirituous liquor for on-premises  
consumption at Arrowhead Volunteer Fire Department, Cimarron, Colorado.

ARROWHEAD VOLUNTEER FIRE DEPARTMENT  
2069 SPRUCE ROAD  
CIMARRON, COLORADO 81220

Fee \$100.00

Effective: 07.05.2025 from 10:00 p.m. to 3:00 p.m.

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

Handwritten signature of Kathy Simillion in cursive script.

\_\_\_\_\_  
Gunnison County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of County Commissioners Date

Kathy Simillion

**received**  
5-5-2025/kr

# Application for a Special Events Permit

Departmental Use Only

Liquor Permit Number (Do Not Fill Out)

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

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

**LIAB      Type of Special Event Applicant is Applying for:**

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

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Arrowhead Volunteer Fire Department

98-19031-0000

Mailing Address of Organization or Political Candidate

2069 Spruce Dr.

City      State      ZIP Code  
Cimarron      CO      81220

Address of Place to Have Special Event

2069 Spruce Dr

City      State      ZIP Code  
Cimarron      CO      81220

Authorized Representative of Qualifying Organization or Political Candidate

Anita Harbert

Date of Birth (MM/DD/YY)

Phone Number

09/26/1960

303-913-9763

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

PO Box 283 / 50 Hazel Lake Dr.

City      State      ZIP Code  
Cimarron      CO      81220

Event Manager

Anita Harbert

Date of Birth (MM/DD/YY)

09/26/1960

Phone Number

303-913-9763

Event Manager Home Address

PO Box 283 / 50 Hazel Lake Dr

City

Cimarron

State

CO

ZIP Code

81220

Email Address of Event Manager

ken.anita@mac.com

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

Yes  No

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

No  Yes, How many days?

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

No  Yes, License Number

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

Yes  No see attached

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

Yes  No

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

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

Date	July 5 <sup>th</sup> 2025		Date		
From:	10:00 AM	To:	3:00 PM	From:	
				To:	

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				To:	

# Oath of Applicant

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

Title Secretary  
Arrowhead Volunteer Fire Department Auxiliary Treasurer  
Signature Anta Harbert Date (MM/DD/YY) 05/02/25

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

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

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)  
Gunnison County  City  County  
Telephone Number of City/County Clerk  
970-641-7641

Title  
Hatty Simillion - Gunnison County Clerk  
Signature Hatty Simillion Date (MM/DD/YY) 5-5-2025  
**Do Not Write in this Space - For Department of Revenue Use Only**

## Liability Information

License Account Number	Liability Date
<input type="text"/>	<input type="text"/>
State	Total
<input type="text"/> -750 (999) \$	<input type="text"/> .00

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** May 6, 2025 Regular Meeting Minutes

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT Minutes; 5/6/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/20/2025

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
May 6, 2025**

The May 6, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

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

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

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

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

1. Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; 7/6/2025 to 7/6/2026
2. Alcohol Beverage License #04-01232; Skyhigh Colorado LLC dba Taylor Park Trading Post; 7/1/2025 to 7/1/2026
3. Alcohol Beverage License #03-18448; Sapinero Village Inc dba Sapinero Village; 4/4/2025 to 4/4/2026
4. Alcohol Beverage License #03-19226; Powder Monarch LLC dba Monarch Ski and Snowboard Area; 7/12/2025 to 7/12/2026

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

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

**CALL TO ORDER:** Commissioner Puckett Daniels called the meeting to order at 8:31 am.

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

**MINUTES APPROVAL:** The draft minutes were discussed, and amendments were agreed upon. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the minutes for April 15, 2025 as amended. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the April 22, 2025 Special Meeting minutes as presented. Motion carried unanimously.

1. April 15, 2025 Regular Meeting
2. April 22, 2025 Special Meeting

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**CONSENT AGENDA:** **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the consent agenda, with the exception of #7, as presented. Motion carried unanimously.

1. Amendment #4; Jviation Project No. 110015580.04; Gunnison-Crested Butte Regional Airport; \$44,930
2. Contract Amendment #5; 23 IBEH 174456; Sheriff's Office; 7/1/2025 to 6/30/2026; \$168,000
3. Grant Application; 2025 Community Grants Application; Health and Human Services; \$3,750
4. Professional Services Agreement; RRC Associates; Community and Economic Development; 4/26/2025 to 6/30/2025; \$9,900
5. Agreement Regarding Payment for Coroner's Work Space; PCL – CO Assets, LLC dba Gunnison Funeral Services; Coroner's Office; 5/1/2025 to 4/30/2026; \$7,800
6. Grant Application; Rotary Club of Crested Butte; Juvenile Services; \$5,000
7. **PULLED FOR DISCUSSION AND SEPARATE ACTION:** Letter of Support; Representative Hurd; Brush Creek Intersection Improvements; Community Project Funding Request
8. Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP); Adena Corporation; Facilities; 4/28/2025; \$137,971
9. Award Letter; Gary Community Ventures; Health and Human Services; \$100,000
10. Professional Services Agreement; Souder Miller and Associates; Public Works; 5/6/2025 to 12/31/2025; \$59,820
11. Award Letter; Dental Health Care Program for Low-Income Seniors; Health and Human Services; FY2025-26; \$10,010
12. Memorandum of Understanding; State of Colorado Department of Human Services; Health and Human Services; 7/1/2025 to 6/31/2026
13. Grant Application; 2025 Injury and Violence Prevention Mini-grants Initiative; Health and Human Services; \$10,000

14. State of Colorado Intergovernmental Grant Agreement; Colorado Energy Office; Public Building Electrification Grant Program (PBEG); Facilities; 5/6/2025 to 4/30/2030; \$153,500
15. Professional Services Agreement; Gunnison Valley Mentors; Health and Human Services; 6/1/2025 to 12/31/2025; \$5,000
16. Quote 1150047-2; United Companies; Public Works; \$7,083.40
17. Professional Services Agreement; RG and Associates, LLC; Public Works; 5/6/2025 to 12/31/2025; \$21,150

**CONSENT AGENDA ITEM #7 - LETTER OF SUPPORT; REPRESENTATIVE HURD; BRUSH CREEK INTERSECTION IMPROVEMENTS; COMMUNITY PROJECT FUNDING REQUEST:** Commissioner Smith would like to amend the letter from "Dear Jeff Hurd" to state his title as Congressman Hurd. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve item #7 on the consent agenda, the letter to Congressman Hurd as amended. Motion carried unanimously.

**COUNTY MANAGER'S REPORTS:**

1. Whetstone – CM Birnie expressed that the Whetstone financing will be closing in a few hours.
2. Hirings – CM Birnie relayed there are two hirings occurring for higher level positions which are the Deputy Finance Director, with an offer to potentially be made this week, and a Communications Director, where the semifinal round of interviews has taken place. He noted that the pool of candidates for the Communications Director is the best he's seen for any position in his career, and he will be finalizing his decision on who will proceed to the final interviews today or tomorrow.
3. Sawtooth – Commissioner Houck commented that he noticed the paving did get completed for Sawtooth to which CM Birnie confirmed.

**A RESOLUTION ADOPTING POLICY 1.2.11.2.5, RECORDS RETENTION SCHEDULES – BOARD OF COUNTY COMMISSIONERS:**

Clerk Perry relayed that she averaged out the time spans based on looking at several other counties' retention schedules, as well as from the State, in order to draft the one presented. Commissioner Puckett Daniels asked if there were State minimums for items to which CA Hoyt explained that the State Archivist provides guidelines that a local government may adopt, but it's not legally mandated. Commissioner Smith asked if the recent State accessibility statutory changes were reflected in this policy. CM Birnie and CA Hoyt both noted that IT Director Chris Linder is working with the departments on that and this policy does not directly reflect accessibility requirements. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-19, A Resolution Adopting Policy 1.2.11.2.5, Records Retention Schedule. Motion carried unanimously. (Note: The corrected resolution number is 2025-20, which is reflected within all related documentation.)

**BOUNDARY LINE ADJUSTMENT; LUC-24-00040; LITTLE JACKSON LLC:** Planner Rachael Blondy and Attorney Jacob With were present for discussion.

Planner Blondy explained this is a boundary line adjustment between three mining claims and the request is to move the Alfreda lot over to the east to make a building site more plausible due to constraints with wetlands and the existing boundary line. CA Hoyt clarified that approving this does not waive or change any of their claims regarding the public nature of the access road which is currently under litigation. Commissioner Puckett Daniels relayed for the record that this is not a guarantee of year-round access to the parcel. Attorney With stated he believes the property owner is aware of that. Planner Blondy then noted that before any building permit would be approved through their office, they would require a forest access permit. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the boundary line adjustment for LUC-24-00040 Little Jackson, LLC and authorize the Chair's signature on the plat.

**GUNNISON AREA PLAN; SPECIAL AREA DESIGNATION; COMMUNITY AND ECONOMIC DEVELOPMENT:** Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion.

ACM Pagano noted there was a small delay in 2024, after beginning this project in 2022, due to the need to evaluate the capacity of infrastructure for the City, which analysis they received in the fall of 2024. She is requesting the initiation of a special area regulation process for this area. This wasn't done at the very beginning due to being unsure whether there would be proposed amendments to the Land Use Resolution (LUR) or a proposal for the special area regulation. It is now determined that a special area regulation was the best approach. ACM Pagano explained that the Board would then need to make a motion to give the Community and Economic Development Department direction to move forward with the creation of the special area. She also stated that there is an open house tonight at 6:00 pm at the Gunnison Library as well as a Planning Commission meeting on May 15<sup>th</sup> with the consultant team for further revisions and drafts of the special area regulations. Afterwards, they will schedule a public hearing for late June or early July depending on what comments occur during the open house and Planning Commission meeting. Commissioner Puckett Daniels noted the ways the public can provide feedback. ACM Pagano conveyed that the idea of creating certainty and having a streamlined process allows for a cheaper process of building. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to direct the Community (and Economic) Development Director to move forward with the special area process for the areas identified in

the Gunnison Area Plan to promote compact and consistent development as the City of Gunnison and the valley continue to grow and to streamline development processes for those areas. I **Move** that the Community (and Economic Development) Director prepare the map indicating the special area and the proposed regulations. ACM Pagano then suggested including that the special area is really to create better opportunities for attainable and affordable housing. Commissioner Puckett Daniels and Commissioner Smith agreed with amending the motion to include the language from ACM Pagano. Motion carried unanimously.

**MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE ROARING FORK VALLEY WILDFIRE COLLABORATIVE REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2024 ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO; ROARING FORK VALLEY WILDFIRE COLLABORATIVE (RFVWC); EMERGENCY MANAGEMENT; 5/6/2025 UNTIL COMPLETED; \$10,000:** Emergency Manager Scott Morrill, Program Manager (PM) for Roaring Fork Valley Wildfire Collaborative Angie Davlyn, and Kelsy Been were present for discussion.

EM Morrill explained that in 2021 a group formed the Roaring Fork Wildfire Collaborative and have been doing great work with the community in Marble with regards to wildfire mitigation. PM Davlyn shared some of the work that the Roaring Fork Wildfire Collaborative is currently doing, including landscape-scale mitigation, cross-sector partnership, and home-level ember defense, as well as researching the risks of the post-fire hazards such as flooding and mud slides. They currently have seven projects occurring including Marble. She explained that they are planning on performing a 26-acre cut and pile and a 115-acre prescribed burn that will serve as a critical fuel break for the Serpentine Road area. PM Davlyn noted that they currently have funding through 13 different entities, and their current return on investment is \$30 for every \$1 contributed by stakeholders.

EM Morrill expressed that he is excited about the Community Wildfire Protection Plan and believes that model will be a very valuable tool. Commissioner Puckett Daniels asked if the money given is going directly to Marble or their general operational fund. EM Morrill responded that there are State requirements with these funds, and they are included in the agreement. Commissioner Smith commented that homeowners across Colorado are losing insurance, and that mitigation work may help people retain the insurance or potentially lower the rates. CM Birnie noted these Title III funds have not been renewed for the future and the remaining funds can only be used for roads and schools. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Memorandum of Agreement between the Board of County Commissioners and the Roaring Fork Valley Wildfire Collaborative as presented and authorize the signature of the full Board. Motion carried unanimously.

**UNSCHEDULED PUBLIC COMMENT:**

1. John Mlakar – Mr. Mlakar relayed that the Somerset Water District is trying to change the statement of purpose to the service plan, and he recommends the Commissioners meet with the residents of Somerset and receive their opinion before making a final decision.

**COMMISSIONER ITEMS:**

**Commissioner Houck:**

1. Upper Gunnison Drought Contingency Task Force – Commissioner Houck attended the last meeting.
2. Spruce Beetle Epidemic & Aspen Decline Management Response (SBEADMR) – Commissioner Houck attended the annual meeting. He noted they involved stakeholder engagement upfront and went through the National Environmental Policy Act (NEPA) and other environmental reviews and that the projects have the long-term ability to have adaptable management strategies.
3. Fix Our Forest Act (FOFA) – Commissioner Houck continues to work with Senator Bennet and Senator Hickenlooper’s offices on this bill.
4. Region 10 – Commissioner Houck attended the meeting on the 24<sup>th</sup>. He relayed that the enterprise zones are data driven and a chunk of Gunnison is coming out of the zone. However, he stated that the City of Gunnison is looking into the data sets. The decision cannot be petitioned, but he believes there may be some leeway if the data is incorrect.
5. Club 20 – Commissioner Houck attended the spring conference last Friday in Grand Junction. He relayed that they discussed some of their proposed legislative positions, as well as wolf management. Commissioner Houck noted that they were looking to reframe policy positions around endangered species, and he explained the potential unexpected consequences for the sage-grouse.
6. Public Lands Resolution – Commissioner Houck stated that there has been talk in Washington D.C. about potentially selling off some public lands in order to address debt issues. He is currently working on a draft resolution to bring to the Board for a discussion stating that public lands need to be maintained by the Federal government and they should not walk away from that duty and responsibility, but rather enhance the staff and resources put towards those.
7. Hartman Rocks Cleanup – Commissioner Houck attended on Saturday, and he noted it was well attended and a sign of good work on public lands.

**Commissioner Smith:**

1. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith attended the last meeting on April 25th. She explained that Senate Bill 25-142 has made changes to Wildfire Resiliency Code Board and that the Board of County Commissioners is able to take action by March 1, 2026 if they'd like to make modifications to the local map.
2. Contractor Kickoff Meeting – Commissioner Smith attended this meeting on April 29<sup>th</sup> and there were questions on the Wildland-Urban Interface (WUI) code. She noted that Gunnison County has not experienced the same lack of opportunities to acquire insurance as others but would like to continue to be proactive in maintaining insurability and affordability.
3. Sage-grouse Technical Committee – Commissioner Smith relayed that the committee will be providing recommendations soon for the Sage-grouse Habitat Prioritization Tool. She is also setting up a meeting with Geographic Information Services Manager Mike Pelletier and Assistant County Manager for Community and Economic Development Cathie Pagano to gauge the impacts of those recommendations on the different parcels. She expressed surprise at the committee having the authority for how the recommendations are incorporated into the Land Use Resolution (LUR), and said she would keep an eye on it.
4. Mayors and Managers – Commissioner Smith attended the meeting last week in Crested Butte and stated, while there was not much of an agenda, they gave updates and discussed the use of artificial intelligence (AI). She noted the City of Gunnison is currently exploring a policy and she can see the potential benefit to citizens, but she believes it needs to be done responsibly.
5. Southwest Colorado Opioid Regional Council – Commissioner Smith conveyed that they passed their final votes on grant applications, which was close to the amount of funding available. The applications that were approved will benefit projects locally, which include supporting students at Western Colorado University (WCU) and Gunnison Sanctuary Housing.
6. Cheatgrass Pull Day – Commissioner Smith stated that the annual Cheatgrass Pull Day will take place on May 31st.

**Commissioner Puckett Daniels:**

1. Colorado River State of the River – Both Commissioner Puckett Daniels and Commissioner Houck attended and noted there are good people working on their behalf.
2. Gunnison Area Plan – Commissioner Puckett Daniels explained that she and Mayor Diego Plata submitted an editorial to the Gunnison Country Times and the Crested Butte News about the Gunnison Area Plan and open house.
3. Mayors of Crested Butte and Mt. Crested Butte – Commissioner Puckett Daniels met with both mayors to talk about regional transportation issues and possibilities for the future.
4. Colorado Parks and Wildlife (CPW) – Commissioner Puckett Daniels spoke with CPW regarding creating an environment that is conducive to getting funding for wildlife crossings.
5. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels noted they sent a letter to congressional representatives asking for full support of the U.S. Forest Service. She also conveyed that they have a draft strategic plan for the next two years.
6. Representative Hurd's District Director Besty Bair – Commissioner Puckett Daniels has been having correspondence with her to get a date on the calendar for Representative Hurd to speak to Board of County Commissioners.
7. Crested Butte South Metro District – Commissioner Puckett Daniels and Assistant County Manager for Public Works Martin Schmidt met with them to get ready for the updated road maintenance agreement that will expire at the end of this year. She stated that she will bring the recommendations to the Board for discussion.
8. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels relayed that they are not in a place to redo their strategic plan, but they are pleased with the progress the staff has been making and there will be a board conversation in June regarding strategic planning.
9. Metropolitan Recreation District (MetRec) – Commissioner Puckett Daniels stated that the elections take place today at the Fred Field Center. Commissioner Houck stated he believes you can vote in Crested Butte as well.

**EXECUTIVE SESSION, PURSUANT TO C.R.S. §§ 24-6-402(4)(B) AND (4)(E)(I): CONFERENCE WITH COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE RELATED TO THE PROPERTY TAX ABATEMENT APPEAL BY MATTHEW SMITH BAA CASE NO. 2024BAA2411 AND THE PROPOSED SETTLEMENT Moved** by Commissioner Houck, seconded by Commissioner Smith to go into executive session pursuant to Colorado Revised Statute 24-6-402(4)(b) and 4(e)(i), conference with the County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice related to the property tax abatement appeal by Matthew Smith BAA case 2024BAA2411 and the proposed settlement. Participants will include the full Board of County Commissioners, the County Manager, County Attorney, Deputy County Attorney as well as Chris Nutgrass from the Assessor's Office. Motion carried unanimously.

The board went into executive session at 10:02 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) and 4(e)(i).*

Attorney Statement Regarding Executive Session

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

Date: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson  
Gunnison County Board of Commissioners

**Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants in the executive session were consistent with the motion. We stayed on topic and any direction we give will happen outside of the executive session. Motion carried unanimously. The Board came out of executive session at 10:15 am. **Moved** by Commissioner Houck, seconded by Commissioner Smith that in reference to BAA case number 2024BAA2411 Matthew Smith, to accept the stipulation proposal and authorize the Chair’s signature making that effective. Motion carried unanimously.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 10:16 am.

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

\_\_\_\_\_  
Jonathan Houck, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

*Note: For all the details of each resolution including any exhibits, please refer to [gunnisoncounty.org](http://gunnisoncounty.org)*

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO RESOLUTION NO. 2025-20**

**A RESOLUTION ADOPTING POLICY 1.2.11.2.5, RECORDS RETENTION SCHEDULES – BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) was created to reflect the current and legal records retention policies adhered to by the Gunnison County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) is adopted;
2. Effective immediately, this new Records Retention Schedule – Board of County Commissioners Policy prevails over all conflicting information.
3. In the event that future modifications to the attached Records Retention Schedule – Board of County Commissioners Policy (Exhibit A) are deemed necessary, the County Manager will decide whether or not to schedule the matter for approval/ratification by the BOCC, in accordance with Gunnison County Policy #1.1.1.
4. The following existing policies and policy statements are hereby rescinded, effective immediately:
  - a. Undated (post 7/1/1985) Records Retention Policy; provided from the Colorado State Archivist Office;
  - b. July 7, 1998 Records Retention Policy; as referenced on Page 2 of the approved Gunnison County Board of County Commissioners meeting minutes of the same date;
  - c. July 16, 2001 Records Retention Policy; as referenced on Page 2 of the approved Gunnison County Board of County Commissioners meeting minutes of the same date;
  - d. 2008 Records Retention Policy; provided from the Colorado State Archivist Office on May 1, 2008; and
  - e. Any and all other official records retention policies relative to the Board of County Commissioner records.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 6th day of May 2025.

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 5/16/2025 thru 6/30/2025

## Board of County Commissioners

1. [BOCC Regular Meeting](#) May 20, 2025, All Day @ BOCC Boardroom
2. [BOCC Work Session](#) May 27, 2025, All Day @ BOCC Boardroom
3. [BOCC Regular Meeting](#) June 3, 2025, All Day @ BOCC Boardroom
4. [BOCC Work Session](#) June 10, 2025, All Day @ BOCC Boardroom
5. [BOCC Regular Meeting](#) June 17, 2025, All Day @ BOCC Boardroom
6. [BOCC Town Hall - CB Depot](#) June 17, 2025, 6:00 PM - 7:30 PM @ Depot Building in Crested Butte
7. [BOCC Work Session](#) June 24, 2025, All Day @ BOCC Boardroom

## Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#) May 26, 2025, All Day
2. [Juneteenth](#) June 19, 2025, All Day

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#) June 17, 2025, All Day @ BOCC Boardroom

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Acknowledgment of County Manager Approval to Submi

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**Action Requested:** Other Grant Application Approval

**Parties to the Agreement:** Community Foundation of the Gunnison Valley

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to apply to the Community Foundation of the Gunnison Valley grants on behalf of the Health Coalition. Application is due May 15th, 2025.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/9/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/8/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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## 2025 Community Grants Application

(for reference only, application must be submitted [online](#))

NOTE: This application is for organizations and groups applying for Project support as a Collaboration

### **Get Started**

Please choose only one. Are you a:

Collaboration

*For Collaborations:* Do you affirm that this project is one that could not be done by any of the collaborators alone?

Yes / No

### **General Information**

IMPORTANT: The word "Applicant" refers to the organization submitting the proposal for itself or one of its departments, or as a fiscal sponsor for a smaller group, or as the lead organization in a collaboration. The "Applicant" is responsible for any funds received, and an authorizing official from this organization must sign the proposal. See the Guidelines to learn who signs this application.

#### **Legal Name of Applicant Organization**

Gunnison County

#### **Applicant DBA (Doing Business As), if different than legal name**

N/A

#### **Name of Group, if applicable**

Gunnison County Health and Human Services

#### **EIN (Federal Tax Identification Number)**

84-6000770

#### **Mailing Address of Group**

220 N Spruce St

#### **City, State Zip Code**

Gunnison, CO 81230

#### **Physical Address**

220 N Spruce St

#### **City, State Zip Code**

Gunnison, CO 81230

#### **Website**

<http://www.gcchealthcoalition.org/>

#### **Year Founded**

2016

## Contact Person for This Application

### Name

Reiley Jones

### Position or Title

Health Coalition Coordinator

### Email

[rjones@gunnisoncounty.org](mailto:rjones@gunnisoncounty.org)

## Grant Request Information

IMPORTANT (contact CFGV if you have questions): ALL **501(c)(3) nonprofit organizations** will apply for General Operating support regardless of where they are headquartered; **Groups under fiscal sponsorship** will apply for General Operating support; **Government entities** will apply for Project support for programs that are budget-enhancing (not budget-replacing); **Faith-Based Organizations** will apply for Project support for projects/programs that do not require adherence to religious doctrine to participate and are open to all; **Collaborations will apply for Project support.**

### Grant Request Type

Project (Collaboration)

### Name of Project

Gunnison County Community Health Coalition

### Amount Requested (positive number without commas, decimals or dollar signs)

7000

### Total Project Budgeted Cost

65174

### % Requested (Amount Requested / Total Cash Project Budgeted Cost = %Requested)

10.7%

### Please give a one sentence synopsis of what the grant will be used for.

This grant will be used to support operating expenses for the Health Coalition.

### If this application is for a collaboration, please include the Organization Name and Contact information (Name and Email Address) for each partner

Axis Health System: Nichole Glaser, [nglaser@axishealthsystem.org](mailto:nglaser@axishealthsystem.org)

CB State of Mind: Meghan Dougherty, [mdougherty@cbstateofmind.org](mailto:mdougherty@cbstateofmind.org)

City of Gunnison: Ricardo Esqueda, [resqueda@gunnisonco.gov](mailto:resqueda@gunnisonco.gov)

Gunnison Country Food Pantry: Jodi Payne; [director@gunnisoncountryfoodpantry.org](mailto:director@gunnisoncountryfoodpantry.org)

Gunnison County HHS: Margaret Wacker, [mwacker@gunnisoncounty.org](mailto:mwacker@gunnisoncounty.org)

Gunnison County Juvenile Services: Kari Commerford, [kcommerford@gunnisoncounty.org](mailto:kcommerford@gunnisoncounty.org)

Gunnison Valley Health: Jennifer Birnie, [jbirnie@gvh-colorado.org](mailto:jbirnie@gvh-colorado.org)

Western Colorado University: Craig Beebe, [cbeebe@western.edu](mailto:cbeebe@western.edu)

**Please pick the grant category below that you believe is the best fit for this application. If you are applying for program or project support, this refers to your program or project.**

- Animal Welfare
- Arts and Culture
- Athletics and Recreation
- Community Development
- Education
- Environment
- Health and Human Services
- Historical Tradition and Preservation
- Collaboration**

### **Purpose Statement of the Group**

The purpose of the Gunnison County Community Health Coalition is to improve the wellbeing of all community members.

### **Explain who your organization serves. (Max 50 words)**

The Gunnison County Community Health Coalition serves all Gunnison County community members by enhancing social, physical, mental, and spiritual health through inclusive collaboration among health and human services professionals.

### **Explain why your work is significant. (Max 50 words)**

The Health Coalition is significant because it increases capacity by organizing individual organizations around shared goals and needs to collectively impact the holistic health of the Gunnison community. This ensures there is a unified response to our community's most pressing needs that inhibit total wellbeing.

### **Explain how your work addresses critical issues or needs in the Gunnison Valley. (Max 50 words)**

The Health Coalition plays a critical role in addressing key community health challenges by maximizing collective impact, reducing redundancies, and filling gaps in current efforts. It's uniquely positioned to drive change by ensuring that resources are used efficiently and effectively, as well as by aligning local organizations around shared goals.

### **Describe your Project. (Max: 150 words)**

The Gunnison County Community Health Coalition serves as a platform for information sharing and proactive initiatives, enabling its members to coordinate efforts in identifying and addressing community health needs, advocate for systemic changes, and empower individuals to live healthier lives. Representing more than twenty community organizations, the Health Coalition fosters collaboration by breaking down silos and improving joint efforts. In 2023, Coalition members engaged in a collective impact process to prioritize the top three community needs, which led to the formation of three subgroups: Access to Services, Sense of Welcoming and Belonging, and Workforce Support. These subgroups have since launched a variety of projects, such as the Gunnison County Cooperative Employee Assistance Program to tackle the identified needs, directly benefiting the community.

### **What do you want to achieve - what change do you want to make? (Max: 100 words)**

The most important goal we want to achieve for the people we serve is having increased needs met related to mental health resources and suicidality, feeling welcome in their community, and feeling supported as a member of the local workforce. We are striving to increase the formality of the Health

Coalition functionality to improve our efficiency. Our long-term goals are to lower community suicide rates and improve overall mental health, increase a feeling of community and connectedness among individuals, and increase support systems for members of the local workforce so that individuals can stay in this community and thrive.

**What method will you use to learn whether you are achieving your goals? (Max: 100 words)**

1) Partnerships: We measure these changes using quantifiable data, such as the number of successfully secured grants that arose from Health Coalition partnerships, the number of MOUs signed, and the number of organizations participating in subgroup work.

2) Access to services: To measure the impact that the Health Coalition has on connecting community members to services, we will measure the number of collaborative events, including attendees. We will also explore utilization data measures for suicide prevention resources (e.g., number of unique users and website visits on a suicide prevention website).

3) Sense of welcoming and belonging: To measure the impact that the Health Coalition has on encouraging feelings of welcoming and belonging among community members, we will collect qualitative data through an updated State of the Community report, and quantitative data through the Katz Amsterdam social connectedness survey.

**How will your project/program ensure everyone in our community has the opportunity to thrive? Be sure to cite specific examples. Hint: don't just repeat what you do or who you serve! Consider how your organization: fits into the ecosystem or fabric of our community; enhances community coordination or collaboration; expands or strengthens community leadership; engages with partners across the community to advance community-wide strategies and goals; etc. (max 250 words)**

The most important goal we want to see for the people we serve is having increased needs met related to accessing services, feeling welcome, and feeling supported as a member of the local workforce. Over the last year, the Health Coalition has made large strides in interagency collaboration. This positive change has led to the successful development and rollout of Health Coalition projects, such as Community Champion newspaper campaigns, Welcoming and Belonging trainings for local organizations, and also the community-owned Employee Assistance Program (EAP). Recently, the Access to Services subgroup pivoted its focus to suicide prevention since the Gunnison community experiences a suicide rate higher than the national average. The goal of this subgroup for the upcoming year is to identify gaps in community suicide prevention and increase outreach to connect at-risk individuals to suicide prevention resources.

Health Coalition										
Proposed Operating Budget 2025										
<b>Revenue</b>										
							<u>Member Contributions</u>			
	Rollover Funds		23965.69					<b>2024</b>	<b>2025</b>	<b>2025 - In Kind</b>
	Grants		\$10,000				HHS	10000	10000	5000
	Member Organization Contributions		\$30,000				Juvenile Services	14331	10000	XX
	<b>Total Revenue</b>		<b>\$63,966</b>				GVH	10000	10000	XX
							Community Foundation	10000		XX
<b>Expense</b>				<i>Budgeted</i>	<i>Expended</i>	<i>Balance</i>				
	Salary & Benefits Health Coalition Coordinator		\$56,674.00	\$ 8,279.21	\$48,394.79		Food Pantry			6960
	Office supplies		\$500.00	\$0.00	\$500.00		CB State of Mind			XX
	Community Leader Stipends		\$1,500.00	\$750.00	\$750.00		Axis Health			XX
	Suicide Prevention Trainings		\$-	\$0.00	\$0.00		City of Gunnison			XX
	Communications		\$4,000.00	\$50.69	\$3,949.31		Western			XX
	Meeting Costs: Food and rent		\$2,500.00	\$33.92	\$2,466.08			<b>44331</b>	<b>30000</b>	<b>11960</b>
	<b>Total Expenses</b>		<b>\$65,174.00</b>	<b>\$9,113.82</b>	<b>\$56,060.18</b>					
							<b>Grant Contributions</b>			
	<b>2025 Balance of Revenue over Expense - Projected</b>		<b>-\$1,208</b>				RMHF	10000	10000	

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Amendment No. Five (5) to Contract Dated September

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Jviation, A Woolpert Company LLC

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

An amendment to the Base Agreement with Jviation dated Sept. 29, 2022 to include a Pavement Maintenance Project to the scope of work for engineering services.

**Fiscal Impact:** \$165,865.00. (Will be reimbursable under CDAG 25-GUC-01)

**Submitted by:** Stephanie Petsch

**Submitter's Email Address:** spetsch@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/9/2025

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/6/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

AMENDMENT NO. FIVE (5) TO CONTRACT  
DATED SEPTEMBER 29, 2022  
BETWEEN  
JVIATION, A WOOLPERT COMPANY, LLC  
AND  
GUNNISON COUNTY  
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is added to the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Pavement Maintenance (non-federal)

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

**PART A - BASIC SERVICES**

DESIGN

Preliminary Design .....	Lump sum of \$14,390.00
Design .....	Lump sum of \$40,145.00
Bidding.....	Lump sum of \$6,550.00
TOTAL BASIC SERVICES .....	Lump sum of \$61,085.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

**PART B - SPECIAL SERVICES**

The maximum estimated SPECIAL SERVICES engineering is as follows:

CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration .....	Lump Sum of \$14,470.00
Post Construction Coordination .....	Lump sum of \$19,780.00
On-Site Construction Coordination .....	Lump Sum of \$70,530.00
TOTAL CONSTRUCTION ADMINISTRATION .....	Lump sum of \$104,780.00

TOTAL.....	\$165,865.00
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Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The

final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

SPONSOR:  
Gunnison County

JVIATION, A WOOLPERT COMPANY, LLC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jason Virzi, PE

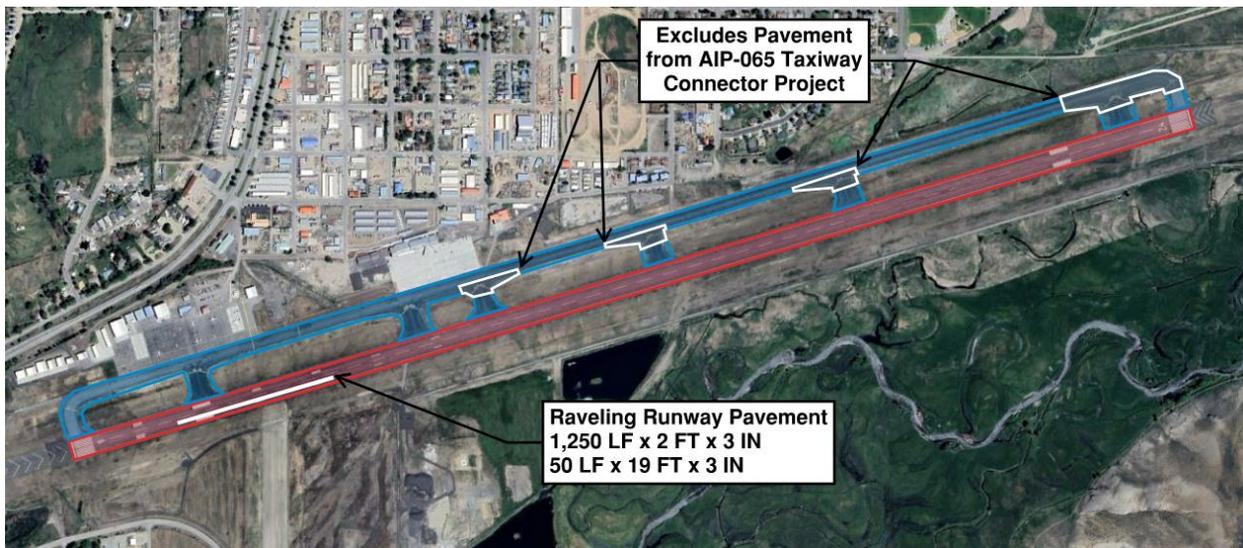
Title: \_\_\_\_\_

Title: Vice President

**SCOPE OF WORK  
FOR  
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT  
Gunnison, Colorado  
CDAG No. 25-GUC-01  
2025 Airfield Pavement Maintenance**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 2, 2022, between Gunnison County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$1,111,112.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Memorandum, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the 2025 Airfield Pavement Maintenance Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

**DESCRIPTION**

Runway 6/24, Taxiway A, and Connector Taxiways A1, A2, A3 require maintenance to extend the pavement life. Repairing pavement cracks and applying a seal will help to maintain these areas until funding is available for a full rehabilitation/reconstruction project. One section of pavement on Runway 6/24 has begun to ravel and degrade faster than expected. The raveling pavement is along a pavement joint and will be removed using a rotomill. The pavement will be placed and compacted prior to sealing the adjacent pavement.

The existing pavement markings will not be removed with this project prior to painting. The markings will be covered during the application of the pavement seal. The exception to this will be the taxiway centerline, the surface painted hold signs, and the runway designation numbers. The trucks that are typically used to apply the pavement seal cannot accommodate curved taxiway markings. In March of 2026, the FAA will change the designation for Runway 6/24 to Runway 7/25 due to magnetic variation. The new designation will be marked in 2025 and the FAA will revise the approaches in early 2026.

The Engineer will work with the Sponsor to develop and administer the bidding and construction documents. The project will be funded under a state grant and local bidding and procurement processes will be utilized. Final limits of work to be completed will be dependent on bid pricing and funding availability.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

**PART A - BASIC SERVICES** consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

### **1.0 Preliminary Design Phase**

**1.01 Coordinate and Attend Meetings with the Sponsor and CDOT.** Meetings with the Sponsor and CDOT will take place to determine critical project dates, establish the proposed design schedule and development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

**1.02 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated directly with the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

**1.03 Prepare Preliminary Cost Estimating.** This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.09.

**1.04 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

- ➔ The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- ➔ Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer’s progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- ➔ Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- ➔ Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

**1.05 Prepare Environmental Documentation.** The FAA determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. It is anticipated that the project will be environmentally approved through the FAA’s internal memorandum. The environmental exhibit created as part of the approved internal memo will be reviewed for accuracy and referenced throughout this project.

TASK 1 DELIVERABLES	TO STATE	TO SPONSOR
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.05 Environmental Documentation		✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Pre-Design Scoping Meeting	One Project Manager for one hour teleconference (two meetings)

**2.0 Design Phase**

**2.01 Prepare Pavement Repair Design.** The Engineer will prepare a proposed pavement repair using current FAA design practice. The repair method will consider life, location, and methodology to find the most cost-effective process.

**2.02 Prepare Preliminary Contract Documents.** This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor’s Settlement, and General Provisions. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety

and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

**2.03 Prepare Construction Safety and Phasing Plan (CSPP).** This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor’s normal progress on the project. The CSPP will be submitted to FAA for OE/AAA coordination.

**2.04 Prepare Preliminary Construction Plans.** This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, Legends, and General Notes	3
Survey Control Plan	1
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Geometric Layout Plan	1
Pavement Repair Details	1
Pavement Marking Plan	8
Pavement Marking Details	3
<b>Total Sheet Count</b>	<b>25</b>

**2.05 Prepare Preliminary Technical Specifications.** This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-403 Asphalt Mix Pavement Surface Course
- Item P-605 Joint Sealants for Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-608-R Rapid Cure Seal Coat
- Item P-620 Runway and Taxiway Marking
- Item P-621 Saw-Cut Grooves

**2.06 Prepare Preliminary Special Provisions.** This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Liquidated Damages.

**2.07 Compile/Submit FAA Form 7460.** This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

**2.08 Calculate Estimated Quantities.** This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

**2.09 Prepare Estimate of Probable Construction Cost.** Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

**2.10 Prepare Engineer's Design Memorandum.** During the preparation of the plans and specifications, a design memorandum will be prepared. The memorandum will include a description of the work, summary of the project, and a schedule for the completion of the design, bidding, and construction. The Engineer's cost estimate will be included with the memorandum. One copy of the final Engineer's Design Memorandum will be sent to the Sponsor and CDOT Aeronautics.

**2.11 Review Plans at 90% Complete.** The Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with CDOT to obtain their concurrence with the design.

**2.12 Provide In-House Quality Control.** The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and CDOT, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed

Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 90% reviews, the Engineer’s in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

**2.13 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer’s Design Memorandum.** A final set of Construction Plans (11” x 17”), Specifications, Contract Documents, and the Engineer’s Design Memorandum will be prepared and submitted to the Sponsor and CDOT. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO STATE	TO SPONSOR
2.02 Preliminary Contract Documents for Sponsor’s Review		✓
2.03 CSPP at 95% Complete	✓	✓
2.07 FAA Form 7460		✓
2.10 Engineer’s Design Memorandum	✓	✓
2.11 90% Construction Plans, Specifications, and Contract Documents	✓	✓
2.13 Final Construction Plans, Specifications and Contract Documents	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.11 Plan Review at 90% Complete.	One Project Manager and one Project Engineer for two-hour teleconference (one meetings)

**3.0 Bidding Phase**

**3.01 Provide Bid Assistance.** The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

**3.02 Prepare Addenda.** Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and CDOT prior to being issued. The addenda will meet all design and construction standards, as required.

**3.03 Consult with Prospective Bidders.** During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

**3.04 Attend Virtual Bid Opening.** The Engineer shall virtually attend the bid opening for the project, which will be conducted by the Sponsor.

**3.05 Review Bid Proposals.** Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

**3.06 Prepare Recommendation of Award.** The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Addenda	✓	✓
3.05 Bid Tabulations	✓	✓
3.06 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.04 Attend Bid Opening	One Project Manager and one Project Engineer for one hour teleconference (one meeting)

**EX Reimbursable Costs During Design and Bidding.** This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

**PART B - SPECIAL SERVICES** consists of the Construction Administration Phase, On-Site Construction Coordination Phase, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis.

**4.0 Construction Administration Phase**

**4.01 Prepare Construction Contract and Documents.** In agreement with the Sponsor, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**4.02 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.

- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and CDOT staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

**4.03 Prepare/Conduct Pre-Construction Meeting.** The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, CDOT (if possible), Contractor, subcontractors, and airport tenants affected by the project. It is anticipated that this meeting will be held on the first day of construction and a separate trip is not required.

**4.04 Review Contractor's Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**4.05 Perform Site Visits During Construction.** The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make one site visit to the project

TASK 4 DELIVERABLES	TO STATE	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement		✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR		✓
4.02 Weekly/Monthly Reports		✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.03 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.04 Review and Approval of SPCD and Final SPCD	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.03 Conduct Pre-Construction Meeting	One Project Manager for three hour teleconference (one meeting)  One Construction Manager To travel from Denver, CO to Gunnison, CO for three hour meeting (one meeting)
4.05 Perform Site Visits During Construction	One Project Manager To travel from Denver, CO to/from Gunnison, CO for four hour meeting (one meeting)

**5.0 Post-Construction Coordination Phase**

**5.01 Conduct Final Inspection.** The Engineer, along with the Sponsor and CDOT (if available), shall conduct the final inspection. It is anticipated that this inspection will be held on the last day of construction and a separate trip is not required.

**5.02 Prepare Engineering Record Drawings.** The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the CDOT electronically.

**5.03 Prepare Final Construction Report.** The Engineer will prepare the final construction report to meet the applicable CDOT closeout requirements.

**5.04 Summarize Project Costs.** The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

**5.05 Airport Marking and Signage Plan.** The Engineer will update the Airport Marking and Signage Plan to reflect the change in designation from Runway 6/24 to Runway 7/25. This includes runway designation numbers, surface painted hold signs, and runway signs. Includes coordination with the FAA and Sponsor to identify the requirements and support the transition in designation.

TASK 5 DELIVERABLES	TO STATE	TO SPONSOR
5.01 Final Punchlist		✓
5.02 Record Drawings	✓	✓
5.03 Final Construction Report	✓	✓
5.04 Project Cost Summary	✓	✓
5.05 Airport Marking and Signage Plan		✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Conduct Final Inspection	One Construction Manager To travel from Denver, CO to Gunnison, CO for three hour meeting (one meeting)
5.05 Coordinate with FAA and Sponsor	One Project Manager for one hour teleconference (four meetings)

**6.0 On-Site Construction Coordination Phase**

This phase will consist of providing one lead Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **30 calendar days** to complete construction of the project.

**6.01 Provide Resident Engineering.** It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation during the course of their shift. It is assumed that the Contractor will work **six (6) days** per week during the construction period **resulting in 26 working days**. Should the contractor be required to work seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR’s efforts may increase from those estimated here.

In addition to the time provided for on-site construction coordination during the project day contract period, the RPR travel time, mobilization, and demobilization to and from the project location, as well as badging coordination time, are also included under this task. It is assumed that this will consist of **four (4) four (4)-hour days**, one prior to and one following the primary phase of construction and one prior to and one following the subsequent phase for grooving and permanent paint.

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the project’s Plans and Technical Specifications. The RPR will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process field directives and change orders.
- e. Review quality control and quality assurance testing results for conformance with the project specifications.
- f. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
- g. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor’s records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.

- h. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- i. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- j. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the CDOT, and the office following the week of actual construction activities performed.
- k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
- l. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

TASK 6 DELIVERABLES	TO STATE	TO SPONSOR
6.01a Coordinate Submittal Reviews		✓
6.01c Coordinate RFIs		✓
6.01d Field Directives and Change Orders	✓	✓
6.01h Periodic Cost Estimates	✓	✓
6.01k Weekly Reports	✓	✓

TASK 6 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
6.01 Provide Resident Engineering	One Resident Project Representative, 30 calendar days for project and four (4) travel days for a total of 30 nights of lodging

***EX Reimbursable Costs During Construction.*** This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4, 5, and 6 Reimbursables are invoiced on a lump sum basis.

**Assumptions**

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. During periods of On-Site Construction Coordination covered under Task 6, a \$5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily “Field Vehicle and Equipment” expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.
3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as

well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
6. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
  - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
  - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
  - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
  - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
  - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
  - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
  - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
  - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.

- FAA General Provisions and required contract language will be used.
10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
  11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
  12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

### **Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: **Gunnison-Crested Butte Regional Airport**  
 AIP/PROJ. NO.: CDAG 01-GUC-25  
 PROJECT NAME: 2025 Pavement Maintenance  
 DATE: March 25, 2025



Labor Category	Total Hours	Billing Rate	Total Cost
<b>1.0 Preliminary Design Phase (Lump Sum)</b>			
Practice Operations Leader	2 hrs. x	\$ 330.00 /hr =	\$ 660.00
Engineer Project Mgr III	34 hrs. x	\$ 250.00 /hr =	\$ 8,500.00
Engineer Project Mgr II	12 hrs. x	\$ 200.00 /hr =	\$ 2,400.00
Engineering Techn III	1 hrs. x	\$ 160.00 /hr =	\$ 160.00
Construction Manager II	0 hrs. x	\$ 180.00 /hr =	
Project Coordinator II	0 hrs. x	\$ 145.00 /hr =	
Planner III	4 hrs. x	\$ 265.00 /hr =	\$ 1,060.00
Project Accountant I	14 hrs. x	\$ 115.00 /hr =	\$ 1,610.00
<b>SUBTOTAL</b>	<b>67 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 14,390.00</b>
<b>Reimbursables</b>			
Auto Rental	0 Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	0 Day x	\$ 180.00 /Day=	
Per Diem	0 Day x	\$ 86.00 /Day=	
Travel & Airline Costs	0 Trip x	\$ 500.00 /Trip=	
		<b>SUBTOTAL</b>	<b>\$ -</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>14,390.00</b>

TASK	Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
<b>1.0 Preliminary Design Phase (Lump Sum)</b>	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
1.01 Coordinate and Attend Meetings with the Sponsor and CDOT		4	2							\$ 1,400.00
1.02 Prepare Project Scope of Work and Contract	2	6						2		\$ 2,390.00
1.03 Prepare Preliminary Cost Estimating			8							\$ 1,600.00
1.04 Provide Project Coordination		24						12		\$ 7,380.00
1.05 Prepare Environmental Documentation			2	1			4			\$ 1,620.00
<b>TOTALS</b>	<b>2</b>	<b>34</b>	<b>12</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>\$ 14,390.00</b>
<b>PERCENTAGES</b>	<b>3%</b>	<b>51%</b>	<b>18%</b>	<b>1%</b>	<b>0%</b>	<b>0%</b>	<b>6%</b>	<b>21%</b>	<b>0%</b>	

Labor Category	Total Hours	Billing Rate	Total Cost
<b>2.0 Design Phase (Lump Sum)</b>			
Practice Operations Leader	0 hrs. x	\$ 330.00 /hr =	
Engineer Project Mgr III	22 hrs. x	\$ 250.00 /hr =	\$ 5,500.00
Engineer Project Mgr II	89 hrs. x	\$ 200.00 /hr =	\$ 17,800.00
Engineering Techn III	50 hrs. x	\$ 160.00 /hr =	\$ 8,000.00
Construction Manager II	20 hrs. x	\$ 180.00 /hr =	\$ 3,600.00
Project Coordinator II	4 hrs. x	\$ 145.00 /hr =	\$ 580.00
Planner III	1 hrs. x	\$ 265.00 /hr =	\$ 265.00
	0 hrs. x		
<b>SUBTOTAL</b>	<b>202 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 40,145.00</b>
<b>Reimbursables</b>			
Auto Rental	0 Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	0 Day x	\$ 180.00 /Day=	
Per Diem	0 Day x	\$ 86.00 /Day=	
Travel & Airline Costs	0 Trip x	\$ 500.00 /Trip=	
		<b>SUBTOTAL</b>	<b>\$ -</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>40,145.00</b>

TASK	Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
<b>2.0 Design Phase (Lump Sum)</b>	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
2.01 Prepare Pavement Repair Design		4	8		2					\$ 2,960.00
2.02 Prepare Preliminary Contract Documents		2	16							\$ 3,700.00
2.03 Prepare Construction Safety and Phasing Plan (CSPP)		2	16		2					\$ 4,060.00
2.04 Prepare Preliminary Construction Plans										
Cover Sheet			1	1						\$ 360.00
Index of Drawings, Summary of Approximate Quantities, Legends, and Gen. Notes			2	4						\$ 1,040.00
Survey Control Plan			1	1						\$ 360.00
Safety Plan			1	1						\$ 360.00
Construction Layout Plan			1	2						\$ 520.00
Construction Phasing Plan		2	2	8						\$ 2,180.00
Environmental Requirements and Details			1	1			1			\$ 625.00
Geometric Layout Plan			2	4						\$ 1,040.00
Pavement Repair Details			4	4						\$ 1,440.00
Pavement Marking Plan/Details			2	8						\$ 1,680.00
2.05 Prepare Preliminary Technical Specifications		2	4		16					\$ 4,180.00
2.06 Prepare Preliminary Special Provisions			2							\$ 400.00
2.07 Compile/Submit FAA Form 7460			1	4		4				\$ 1,420.00
2.08 Calculate Estimated Quantities			1	4						\$ 840.00
2.09 Prepare Estimate of Probable Construction Cost			4							\$ 800.00
2.10 Prepare Engineer's Design Memorandum		2	8							\$ 2,100.00
2.11 Review Plans at 90% Complete		4	4							\$ 1,800.00
2.12 Provide In-House Quality Control									16	\$ 4,400.00
2.13 Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report		4	8	8						\$ 3,880.00
<b>TOTALS</b>	<b>0</b>	<b>22</b>	<b>89</b>	<b>50</b>	<b>20</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>\$ 40,145.00</b>
<b>PERCENTAGES</b>	<b>0%</b>	<b>11%</b>	<b>44%</b>	<b>25%</b>	<b>10%</b>	<b>2%</b>	<b>0%</b>	<b>0%</b>	<b>8%</b>	

Labor Category	Total Hours	Billing Rate	Total Cost
<b>3.0 Bidding Phase (Lump Sum)</b>			
Practice Operations Leader	0 hrs. x	\$ 330.00 /hr =	
Engineer Project Mgr III	11 hrs. x	\$ 250.00 /hr =	\$ 2,750.00
Engineer Project Mgr II	19 hrs. x	\$ 200.00 /hr =	\$ 3,800.00
Engineering Techn III	0 hrs. x	\$ 160.00 /hr =	
Construction Manager II	0 hrs. x	\$ 180.00 /hr =	
Project Coordinator II	0 hrs. x	\$ 145.00 /hr =	
Planner III	0 hrs. x	\$ 265.00 /hr =	
Project Accountant I	0 hrs. x	\$ 115.00 /hr =	
<b>SUBTOTAL</b>	<b>30 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 6,550.00</b>
<b>Reimbursables</b>			
Auto Rental	0 Day x	\$ 130.00 /Day=	
Lodging + Tax & Fees	0 Day x	\$ 180.00 /Day=	
Per Diem	0 Day x	\$ 86.00 /Day=	
Travel & Airline Costs	0 Trip x	\$ 500.00 /Trip=	
		<b>SUBTOTAL</b>	<b>\$ -</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>6,550.00</b>

TASK	Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
<b>3.0 Bidding Phase (Lump Sum)</b>	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
3.01 Provide Bid Assistance		1	1							\$ 450.00
3.02 Prepare Addenda		2	4							\$ 1,300.00
3.03 Consult with Prospective Bidders		1	2							\$ 650.00
3.04 Attend Virtual Bid Opening		4	4							\$ 1,800.00
3.05 Review Bid Proposals		2	4							\$ 1,300.00
3.06 Prepare Recommendation of Award		1	4							\$ 1,050.00
<b>TOTALS</b>	<b>0</b>	<b>11</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 6,550.00</b>
<b>PERCENTAGES</b>	<b>0%</b>	<b>37%</b>	<b>63%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	

Labor Category	Total Hours	Billing Rate	Total Cost
<b>4.0 Construction Administration Phase (Lump Sum)</b>			
Practice Operations Leader	0 hrs.	x \$ 330.00 /hr =	
Engineer Project Mgr III	35 hrs.	x \$ 250.00 /hr = \$	8,750.00
Engineer Project Mgr II	10 hrs.	x \$ 200.00 /hr = \$	2,000.00
Engineering Techn III	4 hrs.	x \$ 160.00 /hr = \$	640.00
Construction Manager II	8 hrs.	x \$ 180.00 /hr = \$	1,440.00
Project Coordinator II	0 hrs.	x \$ 145.00 /hr =	
Planner III	0 hrs.	x \$ 265.00 /hr =	
Project Accountant I	12 hrs.	x \$ 115.00 /hr = \$	1,380.00
<b>SUBTOTAL</b>	<b>69 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 14,210.00</b>
<b>Reimbursables</b>			
Auto Rental	2 Day	x \$ 130.00 /Day= \$	260.00
Lodging + Tax & Fees	0 Day	x \$ 180.00 /Day=	
Per Diem	0 Day	x \$ 86.00 /Day=	
Travel & Airline Costs	0 Trip	x \$ 500.00 /Trip=	
<b>SUBTOTAL</b>		<b>\$</b>	<b>260.00</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>14,470.00</b>

TASK	Start Date:	End Date:	Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Quality Control Manager	Phase Item Costs
<b>4.0 Construction Administration Phase (Lump Sum)</b>	<b>4/1/2024</b>	<b>5/1/2024</b>	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Chris Giessing	
4.01 Prepare Construction Contract and Documents				1	4	4						\$ 1,690.00
4.02 Provide Project Coordination				24						12		\$ 7,380.00
4.03 Prepare/Conduct Pre-Construction Meeting					4		4					\$ 1,520.00
4.04 Review Contractor's Safety Plan Compliance Document					2		4					\$ 1,120.00
4.05 Perform Site Visits During Construction				10								\$ 2,500.00
<b>TOTALS</b>			<b>0</b>	<b>35</b>	<b>10</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$ 14,210.00</b>
<b>PERCENTAGES</b>			<b>0%</b>	<b>51%</b>	<b>14%</b>	<b>6%</b>	<b>12%</b>	<b>0%</b>	<b>0%</b>	<b>17%</b>	<b>0%</b>	

Labor Category	Total Hours	Billing Rate	Total Cost
<b>5.0 Post Construction Coordination Phase (Lump Sum)</b>			
Practice Operations Leader	0 hrs.	x \$ 330.00 /hr =	
Engineer Project Mgr III	30 hrs.	x \$ 250.00 /hr = \$	7,500.00
Engineer Project Mgr II	22 hrs.	x \$ 200.00 /hr = \$	4,400.00
Engineering Techn III	12 hrs.	x \$ 160.00 /hr = \$	1,920.00
Construction Manager II	20 hrs.	x \$ 180.00 /hr = \$	3,600.00
Project Coordinator II	0 hrs.	x \$ 145.00 /hr =	
Planner III	0 hrs.	x \$ 265.00 /hr =	
Project Accountant I	0 hrs.	x \$ 115.00 /hr =	
<b>SUBTOTAL</b>	<b>92 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 19,780.00</b>
<b>Reimbursables</b>			
Auto Rental	0 Day	x \$ 130.00 /Day=	
Lodging + Tax & Fees	0 Day	x \$ 180.00 /Day=	
Per Diem	0 Day	x \$ 86.00 /Day=	
Travel & Airline Costs	0 Trip	x \$ 500.00 /Trip=	
<b>SUBTOTAL</b>		<b>\$</b>	<b>-</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>19,780.00</b>

TASK	Start Date:	End Date:	Practice Operations Leader	Engineer Project Mgr III	Engineer Project Mgr II	Engineering Techn III	Construction Manager II	Project Coordinator II	Planner III	Project Accountant I	Engineer Project Mgr IV	Phase Item Costs
<b>5.0 Post Construction Coordination Phase (Lump Sum)</b>	<b>8/1/2025</b>	<b>10/1/2025</b>	Jason Virzi	Jesse Erickson	Engineer Project Mgr II	Robert Bell	Construction Manager II	Cheyenne Yancey	Morgan Einspahr	Mary Pat Cross	Zachary Ambariantz	
5.01 Conduct Final Inspection							4					\$ 720.00
5.02 Prepare Engineering Record Drawings					2	4						\$ 1,040.00
5.03 Prepare Final Construction Report				2	8		16					\$ 4,980.00
5.04 Summarize Project Costs				4								\$ 1,000.00
5.05 Airport Marking and Signage Plan				24	12	8					8	\$ 12,040.00
<b>TOTALS</b>			<b>0</b>	<b>30</b>	<b>22</b>	<b>12</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$ 19,780.00</b>
<b>PERCENTAGES</b>			<b>0%</b>	<b>33%</b>	<b>24%</b>	<b>13%</b>	<b>22%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>9%</b>	

Labor Category	Total Hours	Billing Rate	Total Cost
<b>6.0 On-Site Construction Coordination Phase (Lump Sum)</b>			
Construction Manager II	328 hrs.	x \$ 180.00 /hr = \$	59,040.00
	0 hrs.	x	
<b>SUBTOTAL</b>	<b>328 hrs.</b>	<b>SUBTOTAL</b>	<b>\$ 59,040.00</b>
<b>Reimbursables</b>			
Auto Rental	26 Day	x \$ 135.00 /Day= \$	3,510.00
Lodging + Tax & Fees	30 Day	x \$ 180.00 /Day= \$	5,400.00
Per Diem	30 Day	x \$ 86.00 /Day= \$	2,580.00
Travel & Airline Costs	Trip	x \$ 500.00 /Trip=	
<b>SUBTOTAL</b>		<b>\$</b>	<b>11,490.00</b>
<b>PHASE SUBTOTAL</b>		<b>\$</b>	<b>70,530.00</b>

TASK	Start Date:	End Date:	Construction Manager II	Phase Item Costs
<b>6.0 On-Site Construction Coordination Phase (Lump Sum)</b>	<b>5/1/2024</b>	<b>7/1/2024</b>	Construction Manager II	
Estimated Calendar Days from Scope of Work			30	
Estimated Working Days/Week from Scope of Work			6	
Total Days Scoped for Resident Engineering			26	
Estimated Hours/Day from Scope of Work			12	
6.01 Provide Resident Engineering			312	\$ 56,160.00
Travel Time, Mobilization, and Demobilization			16	\$ 2,880.00
<b>TOTALS</b>			<b>328</b>	<b>\$ 59,040.00</b>
<b>PERCENTAGES</b>			<b>100%</b>	

	CONTRACT HOURS	PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
<b>PART A - BASIC SERVICES (LUMP SUM)</b>				
1.0 Preliminary Design Phase (Lump Sum)	67	\$ 14,390.00		\$ 14,390.00
2.0 Design Phase (Lump Sum)	202	\$ 40,145.00		\$ 40,145.00
3.0 Bidding Phase (Lump Sum)	30	\$ 6,550.00		\$ 6,550.00
	<b>299</b>	<b>SUBTOTAL \$ 61,085.00</b>	<b>\$ -</b>	<b>\$ 61,085.00</b>
<b>PART B - SPECIAL SERVICES (LUMP SUM)</b>				
4.0 Construction Administration Phase (Lump Sum)	69	\$ 14,210.00	\$ 260.00	\$ 14,470.00
5.0 Post Construction Coordination Phase (Lump Sum)	92	\$ 19,780.00		\$ 19,780.00
6.0 On-Site Construction Coordination Phase (Lump Sum)	328	\$ 59,040.00	\$ 11,490.00	\$ 70,530.00
	<b>328</b>	<b>SUBTOTAL \$ 93,030.00</b>	<b>\$ 11,490.00</b>	<b>\$ 104,780.00</b>
<b>TOTAL</b>	<b>788.0</b>			<b>\$ 165,865.00</b>

\*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Intergovernmental Agreement between San Miguel Cou

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and San Miguel County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

San Miguel County acts as fiscal agent for the West All-Hazards Region Homeland Security Grant. San Miguel is now requiring counties wishing to participate in the grant to sign this IGA.

**Fiscal Impact:** See Comments to Reviewers

**Submitted by:** Scott Morrill

**Submitter's Email Address:** smorrill@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/13/2025

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**County Attorney Review:**

Required

Not Required

Comments:  
appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/12/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN SAN MIGUEL COUNTY AND GUNNISON COUNTY  
REGARDING FISCAL AGENT FOR STATE HOMELAND SECURITY GRANT**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between San Miguel County, Colorado (the “Fiscal Agent”), a county government of the State of Colorado, and Gunnison County, Colorado, a county government of the State of Colorado, collectively “Parties,” regarding the West All Hazard Region and the State Homeland Security Grant (SHSGP).

**RECITALS:** the West All-Hazard Region (WR) which is composed of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties is one of nine (9) state identified All Hazard Regions eligible to receive funding via the State Homeland Security Program (SHSP) Grant.

**WHEREAS,** grant funds are provided to the Colorado Department of Public Safety (CDPS), Division of Homeland Security and Emergency Management (DHSEM) by the U.S. Department of Homeland Security (DHS) by way of the Federal Emergency Management Agency (FEMA). CDPS acts as the Grantor and San Miguel County as the Grantee per yearly executed Grant Agreements. The Office of Grants Management (OGM) within DHSEM oversees the SHSP.

**WHEREAS,** funding for this program cannot be received from CDPS without a local Fiscal Agent and San Miguel County acts as the Fiscal Agent for the WR.

**NOW, THEREFORE,** the parties hereby agree as follows:

**1. Purpose: State Homeland Security Program (SHSP)**

These grant funds are provided to the Colorado Department of Public Safety (CDPS), Division of Homeland Security and Emergency Management (DHSEM) by the U.S. Department of Homeland Security (DHS) by way of the Federal Emergency Management Agency (FEMA). The State Homeland Security Grant Program (SHSP) is administered by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) and includes the State Homeland Security Program sub-program. The SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

The SHSP supports efforts to prevent and respond to threatened or actual acts of terrorism and other catastrophic events. The SHSP grant provides funding to implement investments that build, sustain, and deliver FEMA’s 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Building, sustaining, and delivering core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community, inclusive of children, individuals with disabilities and others with access and functional needs, diverse communities, and people with limited English

proficiency.

The SHSP assists state, tribal, and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during regional threat, hazard, and core capability assessment processes and assessed in the Stakeholders Preparedness Report (SPR). The program is based on risk-driven, capabilities-based strategic plans that outline high-priority needs relating to terrorism preparedness. Government officials and elected leaders will work with the whole community to consider how to sustain current capability levels, while also addressing gaps.

The SHSP supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. SHSP funds preparedness activities, including planning, organization, equipment purchase, training, exercises (POETE), and management and administration.

## **2. Fiscal Agent Roles and Responsibilities**

San Miguel County, as the grantee, fiscal agent and fiduciary authority of the Homeland Security Grant program award, is solely responsible for ensuring compliance with 2 CFR 200 - Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards Uniform Guidance issued by the Federal Office of Management and Budget (OMB), including review of fiscal risk on the agency, and determining eligibility for current and future Homeland Security Grant funding.

San Miguel County shall serve as the sole procurement and coordination agency for Planning, Organization, Exercise, Training and Equipment (POETE) activities to include goods, supplies, equipment, and services provided under the State Homeland Security Program (SHSP), unless San Miguel County determines a joint procurement and/or coordination process is beneficial for completing a SHSP activity. Procurement and/or coordination of POETE activities shall be made in accordance with the budget and San Miguel County's own procurement regulations, policies and procedures. Consideration of the SHGP's regional activities should be a priority to member counties, as well as a spirit of collaboration & cooperation to ensure the goals and objectives of the SHSP are not obstructed in any way.

The Fiscal Agent maintains the State Homeland Security Grant Program Fiscal Procedures Handbook that sets forth County procedures for administering state and federal awards and pass-through awards in keeping with the requirements of the state and federal law for the purpose of the SHSP grant, and may exercise discretion in meeting the terms of the grant agreement. This IGA shall be executed to participate in grant fund distributions.

All Fiscal Agent personnel and contractors, who are engaged in the preparation of grant proposals and administration of grant awards, including staff responsible for grant-funded assets, serve an important role ensuring that all grant terms, conditions, and regulatory requirements are met.

Below are those Fiscal Agent positions in the management and administration of the SHSP and grant-funded projects administered by the County and the representational overview of responsibilities.

- A. **Authorizing Official** allowed by the awarding agency Colorado Department of Public Safety and authorized by the Board of County Commissioners to sign awards, modifications, and any other award document requiring such signature. This person may also be referred to as Authorized Organizational Representative (AOR). The current chairperson of the San Miguel County Board of County Commissioners (BoCC) signs the State Homeland Security Program Agreement from CDPS as the Authorizing Official.
- B. **Fiscal Officer** signs grant applications, amendments, modifications, requests for reimbursement, quarterly reports, and other grant documents as the Authorized Representative on behalf of San Miguel County. The Fiscal Officer also provides fiscal information and oversight necessary in the role of Fiscal Agent for the SHSP grant and ensures compliance with all award requirements.
- C. **Support Staff** members are a critical element in the successful management of grant awards and will typically provide delegated duties assigned by the Fiscal Officer or San Miguel County BOCC designee that assist in the administration of the SHSP Agreement.
- D. **The County Attorney's** office provides legal advice, counsel, and legal representation to the Board of County Commissioners, the County Administrator and the departments, agencies and officers of the County. The County Attorney's office assists in preparing and negotiating contracts, settlements, and other documents pertinent to grant awards.
- E. **The West Region Homeland Security Grant Coordinator** acts according to a scope of work outlined in the West All Hazard Region Bylaws to support SHSP POETE activities as designated by DHSEM and DHS/FEMA guidance. The Coordinator serves as the point of contact for the State Homeland Security Program in the West All Hazard Region and with the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, Office of Grants Management.
- F. **West All Hazard Region Executive Board** serves as the governing body for application to and dispersal of funds under the SHGP grant. The West All Hazard Executive Board consists of the Emergency Manager and their designated proxy from each of the participating counties in the region. The membership, roles and responsibilities of the West All Hazard Region Board members are outlined in the latest adopted version of the West All Hazard Region Bylaws.
- G. **West All Hazard Region Board Chair** reviews the annual grant Application and Notice of Funding Opportunity (NOFO) to be familiar with FEMA and State of CO Grant Requirements, be familiar with Fiscal Agent policies, and reviews and approves quarterly grant reports and other documents as required by DHSEM during the grant cycle to include but not limited to signing the annual application on behalf of the region. The Chair will also comply with, and follow, all requirements established in the FEMA and DHSEM Grant Management Guides

and all other information related to the program.

### **3. Cost Principles**

Project Categories and Activities via Federal funds made available through this award may only be used for the purpose set forth in each award and must be consistent with statutory authority for the award and allowable under the Federal Notice of Funding Opportunity (NOFO). Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Costs charged to SHSP must be consistent with the Cost Principles for Federal Awards, 2 C.F.R. Part 200, Subpart E.

### **4. Environmental and Historic Preservation Policy**

The National Environmental Policy Act of 1969 (NEPA) requires the Federal government examine the proposed impacts of its actions before projecting implementation. This also applies to grant-funded actions. NEPA does not mandate preservation, only informed decision-making. Identified grant projects that include any permanent installation of equipment, construction of communications towers or antennae, base radios, repeaters, sirens, security cameras, lighting, access control and fencing, generators, etc. will require an Environmental and Historic Preservation (EHP) screening and may possibly require additional environmental impact studies before approval to the recipient agency to start construction/spending on the project.

### **5. Authorized Equipment**

Agencies submitting applications for project applications during the spring application time are encouraged to provide project and budget details related to Planning, Equipment, Training, and Exercise. The allowable equipment categories and equipment standards for SHSP are listed on the DHS [Authorized Equipment List](#) (AEL).

### **6. Cost Reimbursable Grant**

The SHSP grant is a cost reimbursement grant, meaning San Miguel County (SMC) first incurs the expense, and with proper documentation, submits a request for reimbursement to DHSEM. Submission for reimbursement must be accurate, project-allowable, meet county policies and procedures and be well-documented in the manner established by San Miguel County. Being educated on the requirements and maintaining communications with the Homeland Security Grant Coordinator will allow for accurate filing and prompt reimbursement.

Counties and agencies receiving funds via the SHSP agree to provide all documentation requested by the Fiscal Agent regarding use of the grant funds and to cooperate in every way to ensure that the funds are utilized in furtherance of the SHSP.

If SMC is not reimbursed for any costs incurred on behalf of the subgrantee, the subgrantee agrees to repay those costs, unless the non-reimbursement is due to SMC's own error or negligence.

## **7. Fiscal Accountability**

The parties agree to the terms of receipt and use of SHSG Grant Funds

- A. Grant funds may only be used for grant-related expenses, within approved budget projects, expended within the period of performance identified in the SHSP grant agreement, and may not be used as a match for other State or Federal Grants.
- B. Agencies receiving grant-funded equipment or training shall adhere to Fiscal Agent's policies and procedures regarding revenue collection, accounting, inventory tracking and reporting of grants received by San Miguel County. Modifications or reallocations to the awarded budget that alter the grant amount or move funds from one budget line item to another, must adhere to Grantor (DHSEM) and Subrecipient (SMC) policies and procedures.
- C. Grant funds shall not be used to supplant an agency's existing budget to cover budgeted expense for the purpose of diverting budgeted or grant funds to another use, unless such use of grant funds is explicitly identified as allowable in writing by the Grantor in the grant award.
- D. All procurement activity associated with grant-funded projects or programs shall follow the Grantor (DHSEM) and Subrecipient's (SMC) policies and procedures for procurement of goods, as well as procurement standards relative to the 2 CFR 200.

**8. Appropriations** By execution of this Agreement, neither party irrevocably pledges present cash reserves for payments in future fiscal years and this Agreement does not, and is not intended to, create a multiple-fiscal year direct or indirect debt or financial obligation of either party. Fiscal Agent's obligations under this Agreement are further limited to the funds made available pursuant to the SHSP Grant and budget submitted by the Fiscal Officer and approved by the San Miguel County BOCC.

**9. Taxes, Charges and Penalties** The Fiscal Agent shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature.

**10. Executive and Liaison** During the term of this Agreement, eligible entities shall fully coordinate all activities and obligations related to or arising out of this Agreement with San Miguel County, through the BoCC Chair, the Sheriff's Office, Finance Office, or the Homeland Security Grant Coordinator.

**11. Terms and Termination** The term of the Agreement is from the date of full execution upon signing until any party wishes to terminate. Any participating party may terminate this Agreement, or any part thereof, after formal notice in writing to all parties, for the reasons and in the manner provided in any SHSP Grant funding this Agreement. This Agreement will be reviewed

annually for any needed changes.

**12. Disclaimer of Warranties** The goods provided by the Fiscal Agent under this Agreement are provided without warranties of any kind from the Fiscal Agent, either express or implied, including, without limitation, warranties of title, noninfringement, merchantability, or fitness for a particular purpose. No advice or information given by Fiscal Agent, its affiliates, or its contractors, or their respective employees will create any warranty from Fiscal Agent. Fiscal Agent is not responsible for any defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, force majeure event, improper storage or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied goods or failure to maintain the environmental conditions specified by the manufacturer or licensor. Any warranties associated with the goods are solely those provided by the manufacturer or seller of the goods directly to the county in receipt.

**13. When Rights and Remedies Not Waived** In no event will performance by a party constitute or be construed to be a waiver by that party of any breach of term, covenant, or condition or any default that may then exist on the part of the other party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Agreement is or may be construed to be a waiver of any succeeding or other breach.

**14. Conflict of Interest** If a conflict of interest occurs or an appearance of concern for conflict of interest is present, party or parties will refrain from providing influence and abstention of voting will occur. Parties will conduct themselves in an ethical and respectful manner per the San Miguel County (as Fiscal Agent) Ethics Policy.

**15. Status of Parties** Neither party is an employee of the other; no officer, employee, nor agent. Nor is a contractor of one party an officer, employee, agent, or contractor of the other party for any purpose, including unemployment compensation and workers' compensation.

**16. Records Retention** Any duly authorized representative of the federal government, state government or San Miguel County, including San Miguel County's Auditor or their representative may have, upon reasonable notice, access and have the right to examine any directly pertinent books, documents, papers and records of entities related to funding received via the SHSP pursuant to this Agreement, until the expiration of four (4) years after the end of the State of Colorado fiscal year that includes the end of the SHSP grant agreement(s). In the event any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four-year period, the recipient agency shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the seven-year period, whichever is later.

**17. No Third-Party Beneficiary** The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives

services or benefits under this Agreement is an incidental beneficiary only.

**18. Governing Law/Venue** Each term, provision, and condition of this Agreement is subject to the provisions of Colorado law, San Miguel County ordinances, and regulations enacted pursuant thereto. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Agreement will be in the District Court of the State of Colorado, 7th Judicial District.

**19. Severability** Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

#### **20. Decommissioned Equipment**

Decommissioning requires prior approval from the Fiscal Agent for disposal of federally funded equipment (2 CFR 200). If equipment is less than \$5,000, cannot be used or transferred to another regional county, and/or is beyond its useful life, an agency may dispose of it with notification to the Fiscal Agent. If equipment fair value is \$5,000 or more and still has a useful life, the agency must contact the Fiscal Agent and/or the Grant Coordinator to ensure that the disposition meets State and Federal guidelines, whether it's reallocated, sold or simply disposed of.

**21. Survival of Certain Provisions** Terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, County's obligations to indemnify Fiscal Agent, shall to the extent permitted by law, 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.

**22. Notices** Notices concerning termination of this Agreement, alleged or actual violation(s) of the terms or conditions of this Agreement, and notices of similar importance, must be mailed by United States mail, postage prepaid if to County, at its address listed herein, and if to the Fiscal Agent, at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective ten (10) days after deposit with the U.S. Postal Service. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but these substitutions are not effective until actual receipt of written notification. Bills, invoices, or reports required under this Agreement, must be emailed or otherwise delivered in a format acceptable to the Homeland Security Grant Coordinator.

For San Miguel County - copies of termination and violation notices should be sent to:

San Miguel County Board of Commissioners  
Attn: Carmen Warfield, Chief Deputy Clerk to the Board  
PO Box 1170  
Telluride, CO 81435  
bocc@sanmiguelcountyco.gov

San Miguel County Attorney's Office  
PO Box 1170  
Telluride, CO 81435  
attorney@sanmiguelcountyco.gov

West Region Homeland Security Grant Coordinator, Attn: Jill Hart  
8681 S Warhawk Rd  
Conifer, CO 80433  
jhart@sanmiguelsheriff.org

For Gunnison County – copies of termination and notices should be sent to:

Gunnison County Board of County Commissioners  
Attn: County Administrator  
200 E. Virginia Ave  
Gunnison, CO 81230  
bocc@gunnisoncounty.org

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

Gunnison County Manager  
Attn: Matthew Birnie  
200 E. Virginia Ave  
Gunnison, CO 81230  
mbirnie@gunnisoncounty.org

**23. Agreement as Complete in Integration-Amendments** This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

**24. Legal Authority** The parties represent and assure that each possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter

into this Agreement. The person(s) signing and executing this Agreement on behalf of a party, represent(s) that he or she is fully authorized to execute this Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances, and provisions herein set forth. If there is a dispute as to the legal authority of either County or the person signing this Agreement to enter into this Agreement, at its option, San Miguel County may temporarily suspend or permanently terminate this Agreement or both. San Miguel County will not be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**BOARD OF COUNTY COMMISSIONERS  
SAN MIGUEL COUNTY, COLORADO**

\_\_\_\_\_  
Commissioner Anne Brown  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Carmen Warfield, Chief Deputy Clerk

Date: \_\_\_\_\_

Reviewed by the County Attorney as to Form:

\_\_\_\_\_  
Maura Fahey, San Miguel County Attorney

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner Laura Puckett Daniels  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kathy Simillion, Gunnison County Clerk & Recorder

Date: \_\_\_\_\_

Reviewed by the County Attorney as to Form:

\_\_\_\_\_  
Matt Hoyt, Gunnison County Attorney

Date: \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Rocky Mountain Health Foundation Award Acceptance

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**Action Requested:** Other Rocky Mountain Health Foundation Award Acceptance

**Parties to the Agreement:** Rocky Mountain Health Foundation

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to accept the 2025 Simple Gift Award of \$10,000 in the Rocky Mountain Health Foundation grants portal on behalf of the Community Health Coalition.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/9/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/7/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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March 10, 2025

Reiley Jones  
Gunnison County Community Health Coalition  
200 E Virginia  
Gunnison, CO 81230

Dear Reiley,

Congratulations! On behalf of the Board of Directors of Rocky Mountain Health Foundation, it is our pleasure to inform you that your funding request for Gunnison County Community Health Coalition has been approved for \$10,000. This one-year grant is subject to the following terms:

1. No funds shall be used for partisan political activities.
2. You agree to provide periodic progress reports on achieving the purpose of the grant.
3. You will notify Rocky Mountain Health Foundation if there is any change in your IRS status as a public charity, governmental, tribal, school, or public entity throughout this funding cycle.

Funds will be sent directly to your organization via ACH deposit within the next two weeks. There is no guarantee of future funding from Rocky Mountain Health Foundation. **By accepting this grant payment, your organization agrees to the terms stated above.**

The Foundation may include information regarding this grant (the purpose of the grant, any photographs you may have provided, your logo, or other information about your organization and its activities) in the Foundation's reports, website, and news releases. Our board and staff appreciate and enjoy your thank you notes and emails but prefer no public recognition for this grant such as certificates, plaques, or similar mementos, nor can we accept gifts.

We are looking forward to working with you on our shared commitment toward creating healthy communities on the Western Slope. We are proud to support your mission!

Sincerely,

Michaelle Smith, Executive Director

Bernie Buescher, Board of Directors



## Step 2 - Award Acceptance ▾

Save Draft

Mark Complete

Close

**Is your organization a governmental agency?**

**Signature \***

Enter your full name to indicate that you have read your award letter and accept the terms of your Simple Gifts grant.

**Date**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** State of Colorado Department of Health Care Policy

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** Department of Health Care Policy and Finance

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Contract for Low Income Dental Grant Program for Seniors

**Fiscal Impact:** \$10,010

**Submitted by:** Elizabeth Holena

**Submitter's Email Address:** elizabeth.holena@state.co.us

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/9/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/7/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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**STATE OF COLORADO**  
**Department of Health Care Policy and Financing Agreement with**  
**Gunnison County Department of Health and Human Services**  
**for the COLORADO DENTAL HEALTH CARE PROGRAM FOR**  
**LOW-INCOME SENIORS**

This Agreement is entered into by and between **Gunnison County Department of Health and Human Services**, (hereinafter called “Qualified Grantee”), 220 North Spruce Street, Gunnison, CO 81230, and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 303 East 17<sup>th</sup> Avenue, Suite 1100, Denver, Colorado 80203 (hereinafter called the “State” or “HCPF”). The Qualified Grantee and the State hereby agree to the following terms and conditions.

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse the Qualified Grantee for any performance here under including, but not limited to, costs or expenses incurred or be bound by any provision hereof prior to the Effective Date.

Senate Bill (SB) 14-180 created the Colorado Dental Health Care Program for Low-Income Seniors (hereinafter called the “Senior Dental Program”) under HCPF effective July 1, 2015. SB 14-180 ended the Old Age Pension (OAP) Dental Grant program administered by the Department of Public Health and Environment (CDPHE), effective June 30, 2015, as the target population was offered publicly funded dental benefits through Health First Colorado and the OAP Health and Medical Care Program. SB 14-180 not only transferred the program to HCPF but also changed the target population to low-income aging adults who are not eligible for dental services under any other dental health care program, and changes how the program is operated. The Senior Dental Program grants funds to Area Agencies on Aging (AAA), community-based organizations and foundations, Federally Qualified health centers (FQHC), safety-net clinic, health districts, local public health agency, and private dental practices to promote the health and welfare of Colorado’s low-income aging adults by providing access to dental care to individuals age 60 and over who are not eligible for services under any other dental health care program, such as Health First Colorado, or the OAP Health and Medical Care Program or private dental insurance. An Eligible Senior is not ineligible solely because he/she is receiving dental benefits under Medicare or a Medicare Advantage Plan.

The Senior Dental Program’s available funds for the FY2025-26 shall begin July 1, 2025, and shall end June 30, 2026.

Subject to available funding and Qualified Grantee performance, HCPF may renew this Agreement annually for up to three (3) additional years.

HCPF has a limited amount of grant funds to be expended each State Fiscal Year. HCPF reserves the right to reconcile the funds available in the pot at any time, i.e., taking allocated funds from a Qualified Grantee that is under spending the funds, and/or reallocating funds to a Qualified Grantee that stipulates they will run out of funding prior to the end of the fiscal year. HCPF will attempt to distribute any shortfall equitably among all Qualified Grantees. It may be possible that a Qualified Grantee may have its award decreased due

to reconciliation. It also may be possible that funds may be equitably distributed for any increase in funding available.

The parties agree that the timelines and instructions in the Statement of Work below are crucial. Should the Qualified Grantee miss a deadline, or its invoices require correction, the Qualified Grantee will be provided with one written warning to improve. Should the issues continue, HCPF will consider terminating this Agreement for failure to follow the provisions of this Agreement.

The amount of the grant awarded to the Qualified Grantee is **\$10,010**.

## STATEMENT OF WORK

### 1.0 TERMINOLOGY

- 1.1 Acronyms, abbreviations and other terminology are defined at their first occurrence in this document. The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.
  - 1.1.1 AAA – Any Area Agency on Aging.
  - 1.1.2 Agreement – this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
  - 1.1.3 Arrange For or Arranging For – Demonstrating established relations with Qualified Providers for any of the Covered Dental Care Services not directly provided by the Qualified Grantee.
  - 1.1.4 Breach of Agreement – The failure of the Qualified Grantee and/or Qualified Provider to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
  - 1.1.5 Business Day – Any day in which HCPF is open and conducting business, but shall not include Saturday, Sunday, or any day which HCPF observes one of the holidays listed in CRS §24-11-101(1).
  - 1.1.6 CDPHE – Colorado Department of Public Health and Environment.
  - 1.1.7 CORA – the Colorado Open Records Act, C.R.S. §24-72-200.1, *et. Seq.*
  - 1.1.8 Covered Dental Services – The Current Dental Terminology (CDT) procedure codes and descriptions for the Colorado Dental Health Care Program for Low-Income Seniors as published on HCPF’s website.
  - 1.1.9 C.R.S. – Colorado Revised Statutes.

- 1.1.10 DAC –Dental Advisory Committee.
- 1.1.11 Dental Health Professional Shortage Area or Dental HPSA – A geographic area, population group, or facility so designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.
- 1.1.12 Dental Procedure Guidelines – Guidelines listed on the fee schedule that include but are not limited to: Teeth numbers and surfaces, quadrants, frequency, etc. The risk of not following the guidelines is the procedure not being reimbursed.
- 1.1.13 Economically Disadvantaged – A person whose income is at or below 250% of the most recently published federal poverty level for a household that size.
- 1.1.14 Effective Date – This Agreement shall not be valid or enforceable until the Effective Date and all signatures have been obtained. HCPF shall not be bound by any provision of the Agreement before the Effective Date and shall have no obligation to pay a Qualified Grantee for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Agreement.
- 1.1.15 Eligible Senior – An aging adult who is 60 years of age or older, who is Economically Disadvantaged, who is a Colorado resident, who is not eligible for dental services under Health First Colorado or the Old Age Pension Health and Medical Care Program, and who does not have private dental insurance.
- 1.1.16 FQHC – Federally Qualified Health Center is a federally funded nonprofit health center or clinic that serves medically underserved areas and populations as defined in 42 U.S.C. section 1395x (aa) (4).
- 1.1.17 Grantee – Any health care professional or entity that has been accepted as a grantee in the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.18 Grante Funds – the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by HCPF under this Agreement.
- 1.1.19 HCPF - Colorado Department of Health Care Policy and Financing.
- 1.1.20 Health First Colorado – The Colorado Medicaid as defined in article 4 of title 25.5, C.R.S. (2018)
- 1.1.21 HIPAA – the Health Insurance Portability and Accountability Act of 1996.
- 1.1.22 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 C.R.S. §24-37.5-401, *et. Seq.*, Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information 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.
- 1.1.23 Income – Any cash, payments, wages, in-kind receipt, inheritance, gift, prize, rents, dividends, or interest that are received by an individual or household. Income may be self-declared. Resources are not included in income.

- 1.1.24 Max Allowable Fee – The total reimbursement listed by procedure for Covered Dental Care Services under the Colorado Dental Health Care Program for Low-Income Seniors. The Max Allowable Fee is the sum of the Program Payment and the Max Patient Co-Pay.
- 1.1.25 Max Patient Co-Pay – The maximum amount that a Qualified Provider may collect from an Eligible Senior listed by procedure for Covered Dental Services under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.26 Medicare – The federal health insurance program for people who are 65 years of age or older, certain younger people with disabilities, or people with end-stage renal disease.
- 1.1.27 Medicare Advantage Plans (MAP) – Plans offered by Medicare-approved private companies that must follow rules set by Medicare and may provide benefits for services Medicare does not, such as vision, hearing, and dental care.
- 1.1.28 Medicare Savings Program (MSP) – Help people with limited income and resources pay for some or all their Medicare premiums and may also pay their Medicare deductibles and co-insurance.
- 1.1.29 MMIS – Medicaid Management Information Systems.
- 1.1.30 Old Age Pension Health and Medical Care Program – The program described at 10 CCR 2505-10, section 8.940 et. Seq. and as defined in sections 25.5-2-101 and 26-2-111(2), C.R.S. (2018).
- 1.1.31 Party – The State or Qualified Grantee, and “Parties”: means both the State and Qualified Grantee.
- 1.1.32 PHI – Protected Health Information
- 1.1.33 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, or employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- 1.1.34 Program Payment – The maximum amount by procedure listed for Covered Dental Care Services for which a Qualified Grantee may invoice HCPF under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.35 QI-1 – Qualifying Individual – Individuals must apply every year; does not qualify for any Health First Colorado pays Part B premiums only.
- 1.1.36 QMB – Qualified Medicare Beneficiary – Health First Colorado pays for some or all of Medicare Part A premiums, Part B premiums, Medicare deductibles, co-insurance, and co-pays.
- 1.1.37 QMB Dual Eligible (Medicare/Health First Colorado) – Qualified Medicare Beneficiary Dual Eligible - 65 years or older, or disabled, status under Social Security or Railroad Retirement assistance with Medicare premiums and out of pocket Health First Colorado expenses.

- 1.1.38 Qualified Grantee – An entity that can demonstrate it can provide or Arrange For the provision of Covered Dental Care Services and may include but is not limited to:
  - 1.1.38.1 An Area Agency on Aging, as defined in section 26-11-201, C.R.S. (2014);
  - 1.1.38.2 A community-based organization or foundation;
  - 1.1.38.3 A Federal Qualified Health Center, safety-net clinic, or health district;
  - 1.1.38.4 A local public health agency; or
  - 1.1.38.5 A private dental practice.
- 1.1.39 Qualified Provider – A licensed dentist or dental hygienist in good standing in Colorado or a person who employs a licensed dentist or dental hygienist in good standing in Colorado and who is willing to accept reimbursement for Covered Dental Services. A Qualified Provider may also be a Qualified Grantee if the person meets the qualifications of a Qualified Grantee.
- 1.1.40 Senior Dental Advisory Committee (DAC) – The advisory committee established pursuant to section 25.5-3-406, C.R.S. (2018).
- 1.1.41 Senior Dental Program – Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.42 SharePoint – A cloud-based service used by HCPF to send and receive files and invoices securely.
- 1.1.43 SLMB – Specified Low-Income Medicare Beneficiary – Age 65 or older or disabled, limited financial resources and income, Health First Colorado pays Part B premiums only.
- 1.1.44 State Confidential Information – Any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, Tax Information and State personnel records not subject to disclosure under CORA.
- 1.1.45 State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- 1.1.46 State Fiscal Year or SFY – A twelve-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.

## **2.0 GENERAL REQUIREMENTS**

- 2.1 The Qualified Grantee shall comply with all program rules stipulated in 10 CCR 2505-10, Section 8.960 and any policy directives by HCPF.
- 2.2 The Qualified Grantee shall direct aging adults to apply for dental and oral health coverage through Health First Colorado or the OAP Health and Medical Care Fund if they do not qualify for the Senior Dental Program.
- 2.3 The Qualified Grantee shall only use Senior Dental Program funds to provide dental services to adults who are 60 years of age or older, who are at or below 250% of the most current Federal Poverty Guidelines, who are Colorado residents, who do not qualify for

- Health First Colorado or the OAP Health and Medical Care Program, and who do not have private dental coverage.
- 2.4 The Qualified Grantee shall provide HCPF with a list of all Qualified Providers that are in good standing with the state of Colorado, within ten (10) business days of the beginning of this Agreement.
  - 2.5 The Qualified Grantee shall notify HCPF of any changes in the Qualified Providers throughout the term of this Agreement within ten (10) business days of the change.
  - 2.6 The Qualified Grantee shall notify HCPF immediately if any Qualified Provider licensed to practice dentistry in Colorado, that accepts Grant Funds from the Senior Dental Program, is no longer licensed in good standing with the Colorado Dental Board.
  - 2.7 The Qualified Grantee shall not invoice HCPF more than the Max Allowable Fee per procedure listed in the Covered Dental Care Services for the Senior Dental Program.
  - 2.8 The Qualified Grantee shall not invoice HCPF for any dental procedures that are not listed in the Covered Dental Services for the Senior Dental Program.
  - 2.9 The Qualified Grantee shall not ask the Eligible Senior to pay more than the Max Patient Co-Pay listed in the Covered Dental Services for the Senior Dental Program.
  - 2.10 The Qualified Grantee shall not invoice HCPF prior to any dental services being performed and completed.
  - 2.11 The Qualified Grantee shall not invoice HCPF for more than seven percent (7%) of the invoice amount for administrative purposes.
  - 2.12 The Qualified Grantee shall not invoice HCPF for services covered by Health First Colorado, OAP, or any other oral health benefit.
  - 2.13 The Qualified Grantee shall not surpass the Senior Dental Program's Awarded amount without first obtaining written permission from HCPF. If written permission is not granted, the Qualified Grantee may not be reimbursed for the procedure amounts past the allocated grant amount.
  - 2.14 The Qualified Grantee shall distribute grant funds to Qualified Providers in their service area or directly provide Covered Dental Care Services to Eligible Seniors in their service area.
    - 2.14.1 If the Qualified Grantee and/or the Qualified Provider has an NPI number, they shall bill the MAP for dental procedures covered by the MAP prior to seeking payment from HCPF.
    - 2.14.2 The Senior Dental Program is secondary to the MAP dental coverage.
    - 2.14.3 Qualified Grantees shall not bill HCPF for any procedures covered by MAPs that have been billed and paid for by the MAP.
  - 2.15 The Qualified Grantee shall not submit duplicate invoices and/or procedures to HCPF.
  - 2.16 The Qualified Grantee shall identify and provide outreach to potential Eligible Seniors and Qualified Providers.

- 2.17 If the Qualified Grantee is unable to contact an Eligible Senior for delivery of a denture created under the Senior Dental Program, the Qualified Grantee may receive partial reimbursement. If the denture is not delivered to the Eligible Senior, the Qualified Grantee may not bill HCPF the full amount/partial amount until HCPF has been notified of the situation.
  - 2.17.1 The Qualified Grantee may submit an invoice from the prosthodontic laboratory, along with the denture, to HCPF to the attention of the State Programs Unit, Special Financing Division.
  - 2.17.2 If the Eligible Senior is deceased, the denture does not need to be sent to HCPF if a death certificate or other evidence of death is provided with the lab's invoice.
  - 2.17.3 The Qualified Grantee may be reimbursed the amount of the prosthodontic laboratory invoice or the Senior Dental Program's fee schedule, whichever is less.
- 2.18 The Qualified Grantee shall demonstrate collaboration with community-based organizations in its annual report. The Qualified Grantee shall achieve this collaboration by documenting, at a minimum, the following:
  - 2.181 Exchanging ideas and information with community-based organizations in the effort to reach out to potential Eligible Seniors.
  - 2.182 Have regular short-term milestones.
  - 2.183 Focus on underlying causes if there is low participation of Eligible Seniors in the Senior Dental Program.
  - 2.184 Have clear goals and strategies to create and maintain a collaborative environment.
  - 2.185 Have clear values to identify risks.
  - 2.186 Have an ethics policy in place to deal with any conflict of interest that may arise with any areas of the Senior Dental Program.
  - 2.187 List lessons learned in the collaborative relationship and what changes may be made in the future to increase the number of aging adults served under this Agreement.
- 2.19 The Qualified Grantee shall ensure that Eligible Seniors receive Covered Dental Care Services efficiently without duplication of services.
- 2.20 The Qualified Grantee shall maintain records for a minimum of six (6) years that includes but is not limited to:
  - 2.20.1 Names of Eligible Seniors;
  - 2.20.2 Eligible Senior's documentation showing date of birth;
  - 2.20.3 Date(s) of service;
  - 2.20.4 Dental service(s) provided;
  - 2.20.5 Qualified Provider performing the dental services;
  - 2.20.6 Tooth numbers, surfaces, and quadrants;
  - 2.20.7 Co-payments received from Eligible Seniors for said dental services;

2.20.8 Eligible Seniors proof of income or statement showing the Eligible Senior self-declared;

2.20.9 Amount invoiced to HCPF for said services; and

2.20.10 If the Eligible Senior was also covered by MAP dental.

2.21 Eligible Senior's documentation showing lawful presence in the state of Colorado and a signed Senior Dental Program lawful presence affidavit form prior to July 1, 2022. And no lawful presence forms nor documentation is requested from the Eligible Senior effective July 1, 2022.

2.22 The Qualified Grantee shall invoice HCPF using the authorized Excel format of HCPF's choosing.

2.23 The Qualified Grantee shall provide copies of any supporting documentation to HCPF upon request of HCPF and without charge.

2.24 The Qualified Grantee shall provide primary and secondary point of contact information that includes, at a minimum, the following: Name, phone number, and email address.

2.25 The Qualified Grantee shall notify HCPF immediately of any changes in contact's name, phone numbers, or emails.

2.26 The Qualified Grantee shall respond to all telephone calls, voicemail and e-mail inquiries from HCPF within two (2) business days.

2.27 The Qualified Grantee shall enable all Qualified Grantee staff to exchange documents and electronic files with HCPF staff in formats compatible with HCPF's systems.

2.28 If HCPF receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with Regulatory Agencies. If the complaint proves to be factual refer to 6.3.

2.29 If HCPF discovers that the Qualified Grantee has not complied with any requirements of this Agreement with HCPF the following, at a minimum, will ensue:

2.29.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to HCPF within ten (10) business days of notification of the corrective action.

2.29.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Program and all remaining awarded grant monies will be revoked.

### **3.0 IDENTIFYING ELIGIBLE SENIORS AND PRIORITIZING CARE**

3.1 The Qualified Grantee shall identify Eligible Seniors. This shall include, at a minimum, all the following:

3.1.1 Use existing income determinations, create a specific income determination for the Senior Dental Program, or Eligible Seniors may self-declare current income.

3.1.2 Perform reasonable screening to determine eligibility for Health First Colorado or the OAP Health and Medical Care Program.

- 3.1.3 Obtain denial letters if the aging adult appears to be categorically eligible for Health First Colorado.
- 3.1.4 Review original and obtain copies of the reviewed documentation that the potentially Eligible Senior is a resident of the state of Colorado, or aging adult may self-declare their Colorado residency.
- 3.1.5 Retaining all the above documents in the Eligible Seniors file for a minimum of six (6) years as described above in part 2.19.
- 3.2 Prioritize Covered Dental Services for Eligible Seniors most in need of dental care.

**4.0 INVOICING**

4.1 The Qualified Grantee shall provide the monthly invoice by the 15<sup>th</sup> of the following month. If the 15<sup>th</sup> is not a business day, the invoice shall be due the previous business day to receive payment from HCPF within forty-five (45) business days after the due date. The due dates for FY2025-26 are as follows:

INVOICE MONTH	DUE DATE
July 2025	August 15, 2025
August 2025	September 15, 2025
September 2025	October 15, 2025
October 2025	November 14, 2025
November 2025	December 15, 2025
December 2025	January 15, 2026
January 2026	February 13, 2026
February 2026	March 13, 2026
March 2026	April 15, 2026
April 2026	May 15, 2026
May 2026	June 15, 2026
June 2026	July 15, 2026

- 4.2 If the monthly invoice is submitted and all fields are not completed acceptably, the invoice may be rejected, and the Qualified Grantee will be informed by HCPF. If this should occur HCPF will pay the Qualified Grantee within sixty (60) business days of the date of the corrected invoice. If the invoice is not corrected by the deadline date the Qualified Grantee will not receive payment until the following month.
- 4.3 HCPF will pay no more than the Program Payment for Covered Dental Care Services.
- 4.4 It is the judgement of the Qualified Grantee whether to charge the Eligible Senior for co-payment. If an Eligible Senior is charged a co-payment the Qualified Grantee shall not

exceed the Max Patient Co-Pay amount and ensure all co-payments collected are submitted on the monthly invoice to HCPF.

- 4.5 Covered Dental Care Services must be provided prior to submitting an invoice for that Eligible Senior.
- 4.6 No Qualified Provider should be informed by the Qualified Grantee that a treatment plan that leads into the following State Fiscal Year will be paid for by HCPF as the Senior Dental Program is contingent upon appropriation by the General Assembly and is subject to available funding.
- 4.7 Invoices indicating more than seven percent (7%) administrative purposes of the amount being paid will be rejected and the terms listed in 4.2 will apply.
- 4.8 Invoices will be submitted to HCPF via SharePoint only.
- 4.9 HCPF is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds.
- 4.10 The Qualified Grantee may request the termination of this Agreement by sending notice to HCPF, which includes the reasons for the termination and the effective date of the termination.
- 4.11 If HCPF terminates this Agreement, HCPF shall pay the Qualified Grantee the remaining amount owed on invoices, unless that amount is over the awarded grant amount.

## **5.0 ANNUAL REPORTING**

- 5.1 The Qualified Grantee shall submit a Senior Dental Program Annual Report to HCPF no later than September 1<sup>st</sup> and annually thereafter. If the due date falls on a non-workday for HCPF, the annual report will be due to HCPF the previous workday.
- 5.2 The Annual Report shall be in the format specified by HCPF and will include information for the July 1 through June 30 grant fiscal year.
- 5.3 The Annual Report shall include, at a minimum, the following information:
  - 5.3.1 The total number of Eligible Seniors served.
  - 5.3.2 The categories of Covered Dental Services provided.
  - 5.3.3 An itemization of Senior Dental Program administrative expenditures.
  - 5.3.4 Any problems encountered.
  - 5.3.5 The total amount billed and paid by Medicare or MAP dental plans; and
  - 5.3.6 Any other information deemed relevant by HCPF.

## **6.0 AUDITS OF QUALIFIED GRANTEE PERFORMANCE**

- 6.1 The Qualified Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services.
- 6.2 The Qualified Grantee and Qualified Provider shall permit HCPF to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Qualified Grantee and Qualified Provider shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from HCPF, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of HCPF.
- 6.3 Auditing files.
- 6.3.1 Random audits may occur at any time and may occur up to four (4) times per year. If the audit is not on-site, the Qualified Grantee will have thirty (30) business days to send the client's file to HCPF.
- 6.3.2 If procedures were found to be billed incorrectly all monies paid, including 7% administration fee, to the Qualified Grantee must be returned to HCPF.
- 6.3.3 If the files do not reach HCPF within thirty (30) business days refer to 6.3.
- 6.3.4 A report on the findings will be sent to the Qualified Grantee and a copy will also be put in the Qualified Grantee's file at HCPF.
- 6.4 If HCPF receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with Regulatory Agencies. If the complaint proves to be factual refer to 6.3.
- 6.5 If HCPF discovers that the Qualified Grantee has not complied with any requirements of this Agreement with HCPF the following, at a minimum, will ensue:
- 6.5.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to HCPF within ten (10) business days of notification of the corrective action.
- 6.5.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Program and all remaining awarded grant monies will be revoked.
- 6.6 If the Grantee terminates from the Senior Dental Program, the Grantee must submit all required information requested by HCPF for future audits that include the fiscal years the Grantee was part of the Senior Dental Program.

## **7.0 CONFLICTS OF INTEREST**

### **7.1 Actual Conflicts of Interest**

Qualified Grantee shall not engage in any business, activities or maintain any relationships that conflict in any way with the full performance of the obligations of Qualified Grantee

under this Agreement. Such a conflict of interest would arise when a Qualified Grantee's, Qualified Provider or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

## 7.2 Apparent Conflicts of Interest

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

## 7.3 Disclosure to the State

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

## **8.0 INDEMNIFICATION**

### 8.1 General Indemnification

Qualified Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Qualified Grantee, or its employees, agents, third-party contracts, or assignees in connection with this Agreement.

8.2 Any Qualified Grantees that are publicly funded are exempt from 8.1 and Exhibit A, sections 2. A. and 2.e.

## **9.0 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

### 9.1 CONTROLLER APPROVAL. C.R.S. §24-30-202(1)

This Amendment shall not be valid until it has been approved by the Colorado State Controller or designee.

### 9.2 FUND AVAILABILITY. C.R.S. §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 the purpose of being appropriated, budgeted, and otherwise made available.

### 9.3 GOVERNMENTAL IMMUNITY

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, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

#### 9.4 INDEPENDENT QUALIFIED GRANTEE

Grantees shall perform their duties hereunder as a Grantee and not as an employee. Neither Grantee nor any agent or employee of the Grantee shall be deemed to be an agent or employee of the State. Grantees and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to grantees and their employees and agents only if such coverage is made available to Grantee or a third party. Grantees shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Qualified Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantees 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.

#### 9.5 COMPLIANCE WITH LAW

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

#### 9.6 VENDOR OFFSET. C.R.S. §§24-30-202(1) AND 24-30-202.4

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the States 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 C.R.S. §39-21-101, *et seq.*; (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.

#### 9.7 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

9.8 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.

**10.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).**

10.1 Federal law and regulations governing the privacy of certain health information require a business associate Agreement between HCPF and the Qualified Grantee. 45 C.F.R. § 164.504(E). Attached hereto and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the

Addendum shall be considered binding upon the execution of this Agreement and shall remain in effect during the term of the Agreement including any extensions.

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p style="text-align: center;"><b>QUALIFIED GRANTEE</b> <b>Gunnison County Department of Health and Human Services</b></p> <hr/> <p style="text-align: center;">*Signature</p> <p><b>Date:</b> _____</p> <p><b>By: Matthew Birnie</b></p> <p><b>Title:</b> _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p> <p>Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p><b>Date:</b> _____</p> <hr/> <p style="text-align: center;"><b>LEGAL REVIEW</b> <b>Phil Weiser, Attorney General</b></p> <p>By: _____ Signature - Assistant Attorney General</p> <p><b>Date:</b> _____</p>
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In accordance with CRS §24-30-202, this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
Department of Health Care Policy and Financing

Date: \_\_\_\_\_

## EXHIBIT A, HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Addendum (“Addendum”) is part of the Agreement between the State of Colorado, Department of Health Care Policy and Financing and the Qualified Grantee. For purposes of this Addendum, the State is referred to as “HCPF”, “Covered Entity” or “CE” and the Qualified Grantee is referred to as “Associate”. Unless the context clearly requires a distinction between the Agreement document and this Addendum, all references herein to “the Agreement” include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into an Agreement containing specific requirements with Associate prior to the disclosure of PHI, 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 contained in this Addendum.

The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Agreement, the HIPAA Rules shall control. Where the provisions of this Agreement differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

- b. “Protected Health Information” or “PHI” means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Agreement does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Agreement and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate agrees to defend and indemnify HCPF against third party claims arising from Associate’s breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Agreement; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Agreement. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall review, modify, and update

documentation of its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Agreement within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Agreement, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s or Associate’s compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate’s policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Agreement as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Agreement and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate’s Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Agreement (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Agreement, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Agreement, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

### 4. Termination.

a. Material Breach. In addition to any other provisions in the Agreement regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement by CE pursuant to the provisions of the Agreement covering termination for cause, if any. If the Agreement contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Agreement, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Agreement. Associate shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Agreement, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Agreement, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Associate shall return or destroy all Protected Information that Associate, or its agents or Subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Agreement or applicable law.

6. No Waiver of Immunity. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the

Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

"No Additional Permitted Uses" or type in additional permitted uses

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

"No additional permitted disclosures" or type any additional permitted disclosures.

3. **Subcontractor(s).** **The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:**

"No subcontractors" or type the names of any subcontractors that will receive Protected Information.

4. **Receipt.** Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate's obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from the Department.

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

"No additional restrictions on Use of Data" or type any additional restrictions.

6. **Additional Terms.** **This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.**

"No additional terms" or type any additional terms.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Colorado Department of Early Childhood Grant Appli

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**Action Requested:** Other Consent to Submit Statement of Work and Budget for 2nd year of funding

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Requesting review and approval to submit the statement of work and budget for the 2nd year of Community Based Child Abuse Prevention Grant Funding

**Fiscal Impact:**

**Submitted by:** Lana Athey

**Submitter's Email Address:** lathey@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/13/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/13/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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## Colorado Department of Early Childhood (CDEC) Budget Template Instructions

### **General Instructions:**

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

### **Contact Information**

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name:** Enter agency's name

**Budget Period:** Enter budget/ project period dates

**Project Name:** Enter the project name

**Program Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Fiscal Contact Name, Title, Phone and Email**

Enter agency's program contact information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

**Column A: Position Title**

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

**Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

**Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from CDEC (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

**Contractors/Consultants (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor

Example 1: ABC Training, Inc.

**Column B: Description of Item**

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

## Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

### ***Column A: Item***

List the item in this column: i.e., mileage, lodging, meals, airfare

### ***Column B: Description of Item***

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

### ***Column G: Total Amount Requested from CDEC***

This column should reflect the amount the agency is requesting from CDEC for each travel line.

### ***Total Travel Expenses***

This row should total Travel Expenses the agency is requesting from CDEC.

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

**Column A: Item**

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student ( $\$15 \times 225 = \$3,375$ ) and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions ( $\$20 \times 9 = \$180$ )

**Column G: Total Amount Requested from CDEC**

This column should reflect the amount the agency is requesting from CDEC for each supply item.

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

**Modified Total Direct Costs (MTDC)**

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

**Indirect Costs**

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

**Column A: Item**

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

**TOTAL**

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.



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

<b>Contractor Name</b>	Gunnison County
<b>Budget Period</b>	October 1, 2025 - September 30, 2026
<b>Project Name</b>	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation RFA

<b>Program Contact Name, Title</b> Phone Email	Lana Athey- Early Childhood Services Supervisor 970-642-4667 <a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Fiscal Contact Name, Title</b> Phone Email	Jody Wise - Accountant 970-641-7679 <a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

**PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE**

Expenditure Categories					FFY 2025	Total Annual Salary + Fringe
Personnel Services - Salaried Employees					Total Amount Requested from CDEC	
Position Title	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC	
Clinical Nurse Manager	Oversees the implementation of the grant scope of work	\$ 98,440.00	\$ 22,620.00	10.00%	\$ 12,106.00	\$121,060.00
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work.	\$ 85,162.00	\$ 33,694.00	10.00%	\$ 11,886.00	\$118,856.00
Early Childhood Resource Navigator	Provides support to family child care homes as well as	\$ 61,526.00	\$ 8,840.00	10.00%	\$ 7,037.00	\$70,366.00
Health Navigator Bilingual	Provides interpretation and translation support to clients.	\$ 64,001.00	\$ 5,000.00	10.00%	\$ 6,900.00	\$69,001.00
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	\$ 60,406.00	\$ 5,000.00	25.00%	\$ 16,352.00	\$65,406.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly P	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00	\$65,406.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly P	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00	\$65,406.00
Parenting Education Series Facilitator	Bilingual Parenting Education Series and Monthly Parent W	\$ 60,406.00	\$ 5,000.00	1.85%	\$ 1,210.00	\$65,406.00
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 58,893</b>	
Contractors/Consultants (payments to third parties or entities)					FFY 2025	
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC		
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	1 Bilingual Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$2,002	\$2,002		\$0	
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.		\$9,000	\$9,000	\$0	
Office/Meeting Supplies			\$200	\$200	\$0	
<b>Total Contractors/Consultants</b>			<b>\$11,202</b>	<b>\$11,202</b>	<b>\$0</b>	
Travel					FFY 2025	
Item	Description of Item				Total Amount Requested from CDEC	
Travel	Mileage @ County Reimbursable rate, Lodging , per diem \$69				\$250	
<b>Total Travel</b>					<b>\$250</b>	
Supplies & Operating Expenses					FFY 2025	
Item	Description of Item				Total Amount Requested from CDEC	
Computer	.55 of 1 computer @ \$3,000				\$1,655	
<b>Subtotal</b>					<b>\$1,655</b>	
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)						
Crisis and Respite Care Emergency funding	costs to support emergency childcare 6 families x 1 months of support x \$500				\$3,000	
<b>Subtotal Items removed from MTDC</b>					<b>\$3,000</b>	
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$4,655</b>	
Training and Technical Assistance					FFY 2025	
Item	Description of Item				Total Amount Requested from CDEC	
					\$0	
					\$0	
<b>Total Training and Technical Assistance</b>					<b>\$0</b>	
<b>TOTAL DIRECT COSTS</b>					<b>\$75,000</b>	
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>					<b>\$72,000</b>	
Indirect Costs					FFY 2025	
Item	Description of Item				Total Amount Requested from CDEC	
Negotiated Federal Indirect cost rate	N/A					
State Negotiated Indirect cost rate	N/A					
<b>Total Indirect</b>					<b>\$0</b>	
<b>TOTAL</b>					<b>\$75,000</b>	

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



**Exhibit A**

**STATEMENT OF WORK (SOW)  
COMMUNITY BASED CHILD ABUSE PREVENTION  
(CBCAP)  
CBCAP IMPLEMENTATION RFA**

**GUNNISON COUNTY HEALTH AND HUMAN SERVICES  
220 N. SPRUCE STREET  
GUNNISON, CO 81230**

**DATE: OCTOBER 1, 2025 – SEPTEMBER 30, 2026**



**The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.**

### **INTRODUCTION/BACKGROUND**

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

### **SCOPE OF WORK**

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

### **PERIOD OF PERFORMANCE**

October 1, 2025 – September 30, 2026

**WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement:</b>	<p><b>The Gunnison County Health and Human Services Department will regularly convene community partners to address the issues identified in Gunnison County’s child maltreatment prevention plan.</b></p> <p>Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children’s school readiness and success.</p> <p><b>Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.</b></p> <p>Families with children ages 0-5 will have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.</p>				
<b>Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2025 – September 30, 2026	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2025 – September 30, 2026	Early childhood service providers, parents, and community partners will be invited and attend child maltreatment prevention leadership team meetings.	Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
<b>Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2025 – September 30, 2026	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

**Commented [1]:** What are you getting out of involving/partnering with these new people? To what end?

Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2025 – September 30, 2026	Progress on identified activities in CMP plan	As defined by short and long-term indicates in CMP plan	Clinical Nurse Manager  Early Childhood Services Supervisor	Personnel
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2025 – September 30, 2026	Data entry and annual reporting and evaluation are submitted according to the communicated timeline	As defined by programmatic instruction provided by CDEC	Clinical Nurse Manager  Early Childhood Services Supervisor	Personnel
<b>Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	October 1, 2025 – September 30, 2026	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2025 – September 30, 2026	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
<b>Key Activity D: Offer Love and Logic courses to parents of children ages 0-8 in Gunnison County.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Create Marketing Materials and Advertise for Parenting Courses	October 1, 2025 – September 30, 2026	Marketing materials to promote Parenting courses will be created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager  Early Childhood Services Supervisor	Personnel
Parenting courses will be offered in the community,	October 1, 2025 – September 30, 2026	Two parenting course series will be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents will complete each course.  Parents will complete course evaluation form at the end.	Clinical Nurse Manager  Parents as Teachers facilitator	Personnel Contractors/Consultants
<b>Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>

**Commented [2]:** Added to ensure compliance with any CDEC data reporting

Hold planning meetings to organize community parenting workshops	October 1, 2025 – September 30, 2026	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2025 – September 30, 2026	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials will be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2025 – September 30, 2026	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
<b>Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Organize summer childcare planning meeting with community partners.	October 1, 2025 – September 30, 2026	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care.  Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis.  Planning meeting participation is tracked	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	October 1, 2025 – September 30, 2026	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel

Provide tuition support to community partners offering summer child care.	October 1, 2025 – September 30, 2026	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding.  Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor  Community Partners offering summer child care	Personnel
<b>Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2025 – September 30, 2026	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator  Bilingual Health Navigator	Personnel
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2025 – September 30, 2026	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator  Bilingual Health Navigator	Personnel
<b>Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to FFN providers	October 1, 2025 – September 30, 2026	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator  Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2025 – September 30, 2026	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator  Bilingual Health Navigator	Personnel

**SCHEDULE/MILESTONES**

- Gunnison County DHHS will hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30,2026

**Commented [3]:** Make sure highlighted X figures reflect a whole year as opposed to 3 months



## Exhibit A

- Gunnison County DHHS will serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS will offer at least 2 Parent Education Sessions by September 30,2026.
- Gunnison County DHHS will offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2026, Gunnison County will increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS will provide outreach, education and support services to increase the number of licensed home providers. Supporting at least 3 individuals through the family child care home licensing process by September 30,2026.

### ACCEPTANCE CRITERIA

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** State of Colorado Department of Public Health and

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** State of Colorado for the use & benefit of the Department of Public Health and Environment

**Term Begins:** 07/01/2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

This health project serves to provide access to sexual and reproductive health (SRH) services to all Coloradans.

**Fiscal Impact:**

**Submitted by:** Blair Burgess

**Submitter's Email Address:** bburgess@gunisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/15/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 5/20/2025

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## STATE OF COLORADO

### DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TASK ORDER

<p><b>State Agency:</b>                  State of Colorado for the use &amp; benefit of the                  Department of Public Health and Environment                  4300 Cherry Creek Drive South                  Denver CO 80246</p>	<p><b>Contractor:</b>                  Board of County Commissioners of Gunnison County                  (a political subdivision of the state of Colorado)                  200 East Virginia Avenue                  Gunnison CO 81230-2297                  for the use and benefit of the                  Gunnison County Department of Health and Human Services                  225 North Pine Street, Suite E                  Gunnison CO 81230-2333</p> <p><b>Contractor UEI:</b> NSN9FAGKEDJ9</p>				
<p><b>Main Task Order Contract Number:</b>                  23 FAA 00023</p> <p><b>Task Order Number:</b>                  2026*0298</p>	<p><b>Task Order Performance Beginning Date:</b>                  The later of the Task Order Effective Date or July 01, 2025</p>				
<p><b>Task Order Maximum Amount:</b></p> <p><b>Initial Term</b>                  State Fiscal Year 2026 <span style="float: right;">\$97,661.00</span></p> <p><b>Total for All State Fiscal Years</b> <span style="float: right;"><b>\$97,661.00</b></span></p>	<p><b>Task Order Expiration Date:</b>                  June 30, 2026</p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed <b>5 years</b> from its Performance Beginning Date.</p>				
<p><b>Pricing/Funding:</b></p> <p><b>Price Structure:</b> Cost Reimbursement  <b>Contractor Shall Invoice:</b> Monthly</p> <p><b>Funding Source:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">State</td> <td style="text-align: right;">\$72,000.00</td> </tr> <tr> <td>Federal</td> <td style="text-align: right;">\$25,661.00</td> </tr> </table>	State	\$72,000.00	Federal	\$25,661.00	<p><b>Miscellaneous:</b>                  Authority to enter into this Contract exists in:                  C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113</p> <p><b>Procurement Method:</b> Request for Applications (RFA)  <b>Solicitation Number (if any):</b> 33803782</p>
State	\$72,000.00				
Federal	\$25,661.00				
<p><b>State Representative:</b>                  Terri Alexander                  Family Planning Program Manager                  Prevention Services Division                  Health Services and Connections, Family Planning Program                  Colorado Department of Public Health and Environment                  4300 Cherry Creek Drive South                  Denver, CO 80246  <a href="mailto:terri.alexander@state.co.us">terri.alexander@state.co.us</a></p>	<p><b>Contractor Representative:</b>                  Joni Reynolds                  Assistant County Manager for Health and Human Services                  Board of County Commissioners of Gunnison County                  (a political subdivision of the state of Colorado)                  200 East Virginia Avenue                  Gunnison CO 81230-2297                  for the use and benefit of the                  Gunnison County Department of Health and Human Services                  225 North Pine Street, Suite E                  Gunnison CO 81230-2333  <a href="mailto:jreynolds@gunnisoncounty.org">jreynolds@gunnisoncounty.org</a></p>				
<p><b>Exhibits and Order of Precedence:</b>                  The following Exhibits and attachments are included with this Contract:</p> <ol style="list-style-type: none"> <li>1. Exhibit A – Additional Provisions</li> </ol>					

- 2. Exhibit B – Statement of Work
- 3. Exhibit C – Grant Contractor Federal Provisions

**Contract Purpose:**

This health project serves to provide access to sexual and reproductive health (SRH) services to all Coloradans.

In accordance with **§4.B** of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B – Statement of Work (SOW) that is attached hereto and incorporated herein (the “SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work is incorporated herein, made a part hereof and attached hereto as Exhibit B – Statement of Work.

This Task Order Project will be funded per the Colorado Department of Public Health and Environment Family Planning Program (FPP), which is based on a Funding Formula. Due to this funding structure, a budget will not be attached nor incorporated into this Task Order.

**2. PAYMENT**

The State shall pay Contractor the amounts shown on the Cover Page of this Task Order, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller or **July 01, 2025**, whichever is later.

# STATE OF COLORADO MASTER TASK ORDER CONTRACT

## COVER PAGE

<b>State Agency:</b> Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor:</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333		
<b>Master Task Order Contract Number:</b> 23 FAA 00023	<b>Master Task Order Contract Performance Beginning Date:</b> The later of the Effective Date or July 1, 2022		
<b>Contract Authority:</b> §§25-1.5-101 - 25-1.5-113, C.R.S.	<b>Initial Contract Expiration Date:</b> June 30, 2027		
<b>The following exhibits are hereby incorporated:</b> Exhibit 1 – Sample Task Order			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <b>Principal Representatives:</b>  <b>For the State:</b>            Lisa McGovern            Department of Public Health and Environment            4300 Cherry Creek Drive South            Denver CO 80246            lisa.mcGovern@state.co.us         </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <b>For Contractor:</b>            Jonathan Houck            Gunnison County Department of Health and Human Services            225 North Pine Street, Suite E            Gunnison CO 81230-2333            jhouck@gunnisoncounty.org         </td> </tr> </table>		<b>Principal Representatives:</b> <b>For the State:</b> Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	<b>For Contractor:</b> Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
<b>Principal Representatives:</b> <b>For the State:</b> Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	<b>For Contractor:</b> Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org		
<b>Contract Purpose:</b> The intent of this Master Task Order Contract (“Contract”) is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.			

### SIGNATURE PAGE

#### 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.

<p align="center"><b>CONTRACTOR</b></p> <p align="center">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  B9072877079D4GD... By: Signature</p> <p>Jonathan Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement &amp; Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2022-04-05</p>
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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**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:  
  
AG2AC54280C6401...  
By: Signature

Andi Hardy  
Name of State Controller Delegate

Controller  
Title of State Controller Delegate

Effective Date: 2022-04-25

## 1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). 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 Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page 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

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, of one year or less 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 §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### 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 §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this 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 or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order 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 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 §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

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 or a Task Order 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 under all terminated Task Orders, 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 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.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- 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), C.R.S., then the 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 Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**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.
- O. “**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 Information 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.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “Parties” means both the State and Contractor.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**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.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. “**Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

- CC. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. “**Task Order**” means a document issued in accordance with §4.B of this Contract that specifically describes the Work to be performed on a Project.
- FF. “**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.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. “**Work**” means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. “**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 AND TASK ORDERS

##### A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

##### B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

**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 State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- 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 this Contract.

ii. Interest

Amounts not paid by the State within 45 days after 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 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 §20 "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.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

## 6. REPORTING – NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to §16 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 not

later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If 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 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this 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 §14 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 this 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 (3) 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 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, 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.

C. Use, Security, and Retention

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

Information wherever located. 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, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are 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, 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.

**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 this 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.

## 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. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain 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.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. 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.

ii. 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:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. 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.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. 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.

D. Primacy of Coverage

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

E. Cancellation

All commercial 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 **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial 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.

## G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, 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 **§10**.

## 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 this 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

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. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, 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 non-infringing Work or modify the Work so that it becomes non-infringing; 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 §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this 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 §13.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 the State Agency named on the Cover Page of this Contract 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.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract 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 below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this 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 on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

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. 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.

#### **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.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be 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.

**16. GOVERNMENTAL IMMUNITY**

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

**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 §16 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

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of 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 agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

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. 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 this Contract.

L. 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 this Contract and shall be enforceable by the other Party.

M. 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.

N. 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 this Contract, and do not create any rights for such third parties.

O. 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.

P. 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.

Q. 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.

R. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. Applicability

This entire **§18.S** 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 Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

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

#### U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

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

- V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

## **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), 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 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.

## 20. SAMPLE OPTION LETTER

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			<b>Task Order Contract Number:</b> <b>Insert CMS Number of the Master Task Order Contract</b>			
<b>Contractor:</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			<b>Option Letter Number:</b> Insert Contract Number			
<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or Month Day, Year			<b>Task Order Expiration Date</b> Month Day, Year			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

### 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 1(E):** 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.

**SIGNATURE PAGE**

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>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.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--

**EXHIBIT 1 – SAMPLE TASK ORDER**

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
<b>Master Task Order Contract Number</b> Insert CMS Number of the Master Task Order Contract  <b>Task Order Number</b> Insert CMS number or Other Contract Number	<b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or Month</b> Day, Year
<b>Task Order Maximum Amount</b> <b>Initial Term</b> State Fiscal Year 20xx                      \$0.00  <b>Extension Terms</b> 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	<b>Task Order Expiration Date</b> Month Day, Year  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.
<b>Pricing/Funding</b> Price Structure: Choose type <b>Contractor Shall Invoice:</b> Choose frequency <b>Funding Source:</b> Source            \$ Amount Source            \$ Amount Source            \$ Amount	<b>Miscellaneous:</b> Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific  <b>Procurement Method:</b> Select <b>Solicitation Number (if any): Enter Solicitation #</b>
<b>State Representative</b> Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	<b>Contractor Representative</b> Enter Contractor Representative's Name Title Entity Name Address Address Email
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions Exhibit E HIPAA Business Associate Agreement (If applicable.) Enter any other exhibits in alphabetical order	
<b>Contract Purpose</b> Briefly describe the Task Order's purpose.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

**2. PAYMENT**

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller.

**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.

<p style="text-align: center;"><b>CONTRACTOR</b> INSERT-Legal Name of Contractor</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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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**  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Name of State Controller Delegate

\_\_\_\_\_  
Title of State Controller Delegate

Effective Date: \_\_\_\_\_

**--Signature Page End--**

## ADDITIONAL PROVISIONS

To Master Task Order Contract Dated \*\*/\*\*/\*\*\*\* Task Order Routing Number \*\* \*\*\*\* \*\*\*\*\*

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

**DELETE** all **BLUE** text, **CUSTOMIZE Red** text and **CHANGE Red** text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly, Quarterly, or other schedule** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

Mail to:

(Name & Position Title)  
(Division & Program)  
Colorado Department of Public Health and Environment  
(Mail Code)  
4300 Cherry Creek Drive South  
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

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

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

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

2. Time Limit For Acceptance Of Deliverables.

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

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-\***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

## STATEMENT OF WORK

To Original Contract Number \*\* \*\*\* \*\*\*\*\*

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

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

- I. Entity Name:** This section is **OPTIONAL**.  
**Term:** This section is **OPTIONAL**.
- II. Project Description:**  
This section is **REQUIRED**.
- III. Definitions:**  
This section is **OPTIONAL**.
- IV. Work Plan:**  
This section is **REQUIRED**. Insert work plan table here.
- V. Key Personnel:**  
This section is **OPTIONAL**.
- VI. Monitoring:**  
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data")*. *If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

- VII. Resolution of Non-Compliance:**  
This section is **REQUIRED**.

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

## BUDGET



**COLORADO**  
 Department of Public  
 Health & Environment

<b>Contractor Name</b>		<b>Program Contact Name, Title, and Email</b>	
<b>Budget Period</b>		<b>Fiscal Contact Name, Title, and Email</b>	
<b>Project Name</b>		<b>Contract (CT or PO) Number</b>	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
Personal Services - Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$0.00</b>
Travel					

Item	Description of Item	Rate	Quantity	
<b>Total Travel</b>				<b>\$0.00</b>
<b>Contractual (payments to third parties or entities)</b>				
<b>Total Contractual</b>				
<b>SUB-TOTAL BEFORE INDIRECT</b>				<b>\$0.00</b>
				<b>\$0.00</b>
<b>Indirect</b>				
Item	Description of Item			Total Amount Requested from CDPHE
<b>Total Indirect</b>				<b>\$0.00</b>
<b>TOTAL</b>				<b>\$0.00</b>

**Federal Provisions - Enter title of project or program from NOA**

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

1) **Federal Award Identification.**

- a. Subrecipient: **Match name on contract.**
- b. Subrecipient DUNS number: **Enter DUNS #**
- c. The Federal Award Identification Number (FAIN) is **Enter FAIN #.**
- d. The Federal award date is **Date issued.**
- e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>mm/dd/yy - mm/dd/yy</b>	<b>Total Federal Funds Awarded</b>	<b>Amount of Financial Assistance from the NOA</b>

- g. Federal award title of project or program: **Enter title of project or program from NOA.**
- h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A.**
- j. This award **Choose “ is” or “is not”** for research & development.
- k. Subrecipient **Choose “ is” or “is not”** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
  - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
  - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
  - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
  - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

[TO BE DELETED IF NOT APPLICABLE]

Exhibit E

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

### 1. PURPOSE

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

### 2. DEFINITIONS

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

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

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

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

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

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

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.
- v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

#### 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

#### 12. INTERPRETATION AND ORDER OF PRECEDENCE

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

#### 13. SURVIVAL

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

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

### 1. PURPOSE

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

### 2. ADDITIONAL TERMS

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Gunnison County Road and Bridge Ballot Measure Dis

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached from County Clerk & Recorder Kathy Simillion.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 5/20/2025

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March 7<sup>th</sup>, 2025

Dear Gunnison County Taxing Entity,

Many jurisdictions will be conducting an Election on November 4<sup>th</sup>, 2025. TABOR requires many of these elections to be coordinated with the Gunnison County Clerk.

If the entity you represent is considering an election for November 4<sup>th</sup>, 2025, and plan on coordinating, please complete the following information and return it to our office in the enclosed self-addressed envelope by May 16<sup>th</sup>, 2025.

Even if you are **NOT** participating, please fill out the form and return it to us so we have written record of your entities accepted/declined participation.

Political Entity Legal Name: \_\_\_\_\_

Will you be coordinating with Gunnison County for the November 4<sup>th</sup>, 2025 Election? YES NO

What type of Election(s) will you be coordinating? (circle answers)

Candidate Election: YES NO

Ballot Issue (TABOR): YES NO

Ballot Question (Non-TABOR): YES NO

Will there be more than 1 (one) Ballot Issue/Question?: (If Yes, How Many: \_\_\_\_\_) YES NO

Other Counties that include your political subdivision: \_\_\_\_\_

Provide/Update Contact Information for your Jurisdiction

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Friday, July 25<sup>th</sup>, 2025, is the last day for a political subdivision to notify the County Clerk in writing that it has taken formal action to participate in the Coordinated Election (100 days before the election). C.R.S. 1-7-116(5) & 1-1-160(5). Notifying us earlier allows more time to work on ballot content, certify, and prepare for the election.

Thank you.

Kathy Simillion  
Gunnison County Clerk



**IMPORTANT INFORMATION & DATES**

**All Dates are for Year 2025**

November 4 <sup>th</sup>	• Election Day
July 25 <sup>th</sup>	• Deadline to notify County Clerk in writing of participation [1-1-106(5), 1-7-116(5)]
August 6 <sup>th</sup>	• First day a candidate for school district director may circulate a petition [1-4-803(1)(b)]
August 26 <sup>th</sup>	• IGA’s must be signed and returned to the County Clerk [1-7-116(2)]
August 29 <sup>th</sup>	• Last day a candidate for school district director to file a nomination petition [1-4-803(2)] • Last day to file an affidavit of intent to run as a write-in candidate [1-1-106(5), 1-4-1102(2)]
September 2 <sup>nd</sup>	• First day a DEO may cancel an election in their jurisdiction [1-5-205(1.5) & (3)]
September 5 <sup>th</sup>	• Deadline to submit to County Clerk certification of ballot content [1-5-203(3)(a)]
September 19 <sup>th</sup>	• Last day to file Pro/Con statements pertaining to ballot issues to the DEO [1-7-901(4)]
September 20 <sup>th</sup>	• Ballots will be sent to Overseas & Military voters (UOCAVA) [1-8.3-110(1)]
September 22 <sup>nd</sup>	• Last day to submit printer-ready ballot issue notices to the County Clerk (TABOR) [1-7-904]
October 3 <sup>rd</sup>	• Count Clerk will mail notice of election for ballot issues (TABOR) [1-1-106(5)]
October 10 <sup>th</sup>	• Last day to cancel election concerning ballot issues [1-5-208(2)]
October 13 <sup>th</sup>	• First day ballots may begin to be mailed [1-7.5-107(3)(a)]

**COMMUNICATIONS:**

Contact Officer Email & Ballot Content Communications:

Email: [elections@gunnisoncounty.org](mailto:elections@gunnisoncounty.org)

Phone: (970) 641-7927

Fax: (970) 642-4675

**LINKS:**

Election Laws, Rules, & Resources – <https://www.sos.state.co.us/pubs/elections/lawsRulesResources.html>

Election Calendars – <https://www.sos.state.co.us/pubs/elections/Resources/ElectionCalendars.html>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Resolution; Supporting Public Lands

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison County supporting Public Lands

**Fiscal Impact:** None

**Submitted by:** Donita Bishop

**Submitter's Email Address:** dbishop@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/15/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/20/2025

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

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION SUPPORTING PUBLIC LANDS**

WHEREAS, Gunnison County, Colorado, is 3,259 square miles, of which 80% is comprised of federal public lands, and public lands are integral to the county's economy, environment, and quality of life; and

WHEREAS, these public lands, managed by federal agencies including the U.S. Forest Service, the National Park Service, and the Bureau of Land Management; and

WHEREAS, these public lands provide essential resources to our residents, workers and visitors, including clean air; grazing lands for agricultural operations; habitats for wildlife; rivers, lakes and watersheds which provide for our drinking water and healthy fish populations, wildfire suppression, and agricultural irrigation; cultural resources; scenic beauty; renewable energy, fossil fuels and minerals; timber; a ski area; and opportunities for other outdoor recreation; and

WHEREAS, the citizens of Gunnison County deeply value these public lands for their recreational, economic, cultural, and spiritual significance, recognizing that these lands are accessible to all Americans, regardless of socioeconomic status, race, or gender; and

WHEREAS, public lands contribute significantly to the local economy through activities such as mineral extraction, timber sales, ranching, tourism, and outdoor recreation, which contributes substantially to Colorado's economy; and

WHEREAS, federal management of these public lands ensures that resources are managed for the benefit of all Americans, addressing complex challenges such as wildfire management, watershed protection, and wildlife conservation; and

WHEREAS, the costs associated with managing these lands are a national responsibility, and federal involvement is crucial for the long-term health and sustainability of these resources; and

WHEREAS, Gunnison County is aware of the actual and proposed budget cuts and layoffs at the U.S. Forest Service, National Park Service and Bureau of Land Management that will compromise these agencies' capacity to respond to growing visitation numbers, manage rangelands, maintain trails and trail heads, educate and inform visitors of regulations and provide law enforcement, and will reduce their

collective ability to fight wildfires and conserve these lands for the benefit of future generations; and

WHEREAS, there are ongoing attempts to transfer or sell off public lands, which are inconsistent with the values and interests of the residents of Gunnison County and the broader Colorado community; and

WHEREAS, Gunnison County is the largest coal producing county in Colorado and an oil and gas-energy producing county with a long history of balancing conservation needs with industry regulations, and there are currently Federal regulations on public lands in place to curb pollution, especially methane; and

WHEREAS, the 2023 Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP) reveals that outdoor recreation in Colorado generated \$65.8 billion in economic output, contributed \$36.5 billion to the state's GDP, supported 404,000 jobs, and generated \$11.2 billion in tax revenue, demonstrating the profound economic significance of public lands and outdoor recreation to the state and to Gunnison County.

WHEREAS, the 2023 SCORP data indicates that 96% of Coloradans engage in outdoor recreation, with 72% participating at least once a week, underscoring the widespread and active use of public lands for recreational purposes.

WHEREAS, GUNNISON COUNTY recognizes the importance of multiple uses of public lands, including but not limited to, grazing, energy development, sustainable timber harvest and recreation.

NOW, THEREFORE, BE IT RESOLVED, that the COUNTY of GUNNISON hereby:

1. Expresses its strong support for the continued federal management and stewardship of public lands within Gunnison County.
2. Opposes any efforts to sell, transfer, or dispose of these public lands.
3. Encourages the Colorado Congressional Delegation to oppose any legislation that would negatively impact public lands and to support policies that ensure their long-term preservation and sustainable use. This includes re-establishing adequate staffing levels and budgets to support the needs and programs of each agency.
4. Urges federal land management agencies to continue tribal consultation and collaborative efforts with local communities, governments, and stakeholders to ensure effective and responsible management of public lands.

5. Recognizes the multiple uses of public lands and encourages a balanced approach to land management.

BE IT FURTHER RESOLVED, that copies of this resolution be sent to the members of the Colorado Congressional Delegation, the Governor of Colorado, and the relevant federal land management agencies.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this 20<sup>th</sup> day of May, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By \_\_\_\_\_  
Laura Puckett Daniels, Chairperson

By \_\_\_\_\_  
Elizabeth Smith, Vice Chairperson

By \_\_\_\_\_  
Jonathan Houck, Commissioner

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Public Hearing; Amending the 2021 Editions of the

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Public Hearing for a Resolution amending the IRC and IBC and then a Resolution adopting a building permit fee schedule

**Fiscal Impact:**

**Submitted by:** Crystal Lambert

**Submitter's Email Address:** Clambert@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/16/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. Please remember to conduct a full public hearing on this item as this is required by Colorado statute. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 5/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 60

Agenda Date: 5/20/2025

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From: Cathie Pagano, Assistant County Manager for Community & Economic Development and Crystal Lambert, Building and Environmental Health Official

To: Board of County Commissioners

Date: May 14, 2025

Re: Building Permit Fees

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### **Background**

The Community Development Department staff proposes revisions to the building permit fee schedule. The building permit fees were last revised in 2022. In 2022, all Community Development Department fees were updated to better reflect the cost of development review to the County. Prior to 2022, the Land Use Change permit fees were last revised in 2012. Building fees were revised in 2017 to include the adoption of a plan review fee of 30% of the building permit fee. OWTS fees were revised in 2014, and the State of Colorado set a base fee that counties can adjust.

Prior to 2022, the County had not covered the costs of the development review program in many years. In 2022, the number of staff in the department was the same as it was in 2001 (7.5 FTEs), but that projects and inspections had become increasingly complex and required more staff time and resources. Since 2022, the department has added one inspector position, one planner position, and filled the Planning Director role for a total of ten FTEs. We have been able to manage our review times and inspection response times to target levels (review permit applications within three weeks of submittal and schedule inspections within 48 hours of a request).

In 2022, the Board of County Commissioners approved fee increases which included a change to the method of fee calculation for building permits. Building permit applicants are now assessed a project valuation based on a regional cost modifier rather than using the National Average Cost as set forth by International Code Council in the National Building Valuation Data. An applicant may also submit a project budget on which the County may base the fee. The valuations of projects since 2022 now more accurately reflect the cost of construction.

### **Community Development Department Revenue and Expenses**

The Community Development department has four program areas: development review, codes and regulations, oil and gas, and long-range planning. Development review includes all building, OWTS, land use, other permit type activities, along with the proportional share of staff required for the program. Long range planning includes planning efforts, many grant funded projects, and projects such as the Gunnison area community plan, along with the proportional share of staff costs associated with this program.

Building permit fees are not a perfect science. We cannot perfectly predict the number of applications and type of projects that will be submitted each year which makes it challenging to develop a fee

schedule that perfectly covers the County’s costs for development review. We can, however, predict the department’s expenses for the development review activity based on the upcoming budget. The development review activity only includes expenses related to permit review, issuance, and inspections, it does not include activities such as long-range planning.

Since 2022, the development review program revenues have covered the expenses of the program (see Chart 2). The development review program revenues include building fees, OWTS fees, land use fees, enforcement fees, etc. Prior to 2022, the County subsidized the development review activity through the general fund. Between 2016 and 2021 (and likely for most, if not all, years prior) the development review program did not cover its costs with the permit fees assessed. The average annual cost to the county of the development review program between 2016 and 2022 was \$237,868. In 2025, the projected expenses in the development review program are \$1,118,200. The chart below shows the development review expenses and a projection for 2026. We can reasonably predict that department expenses will continue to grow approximately 3% annually and should also include considerations for new software for the department (approximately \$150,000).

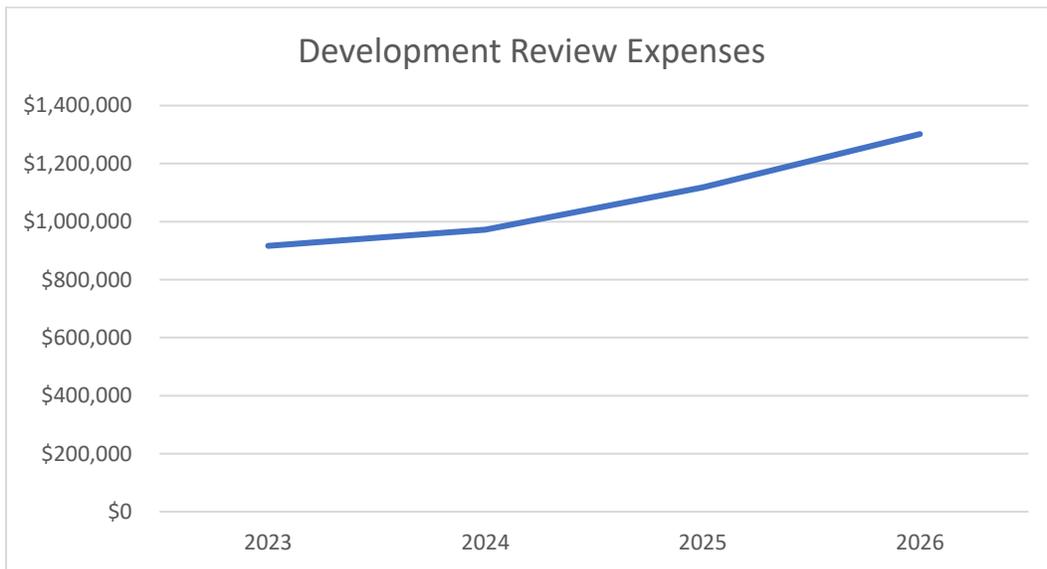


Chart 1

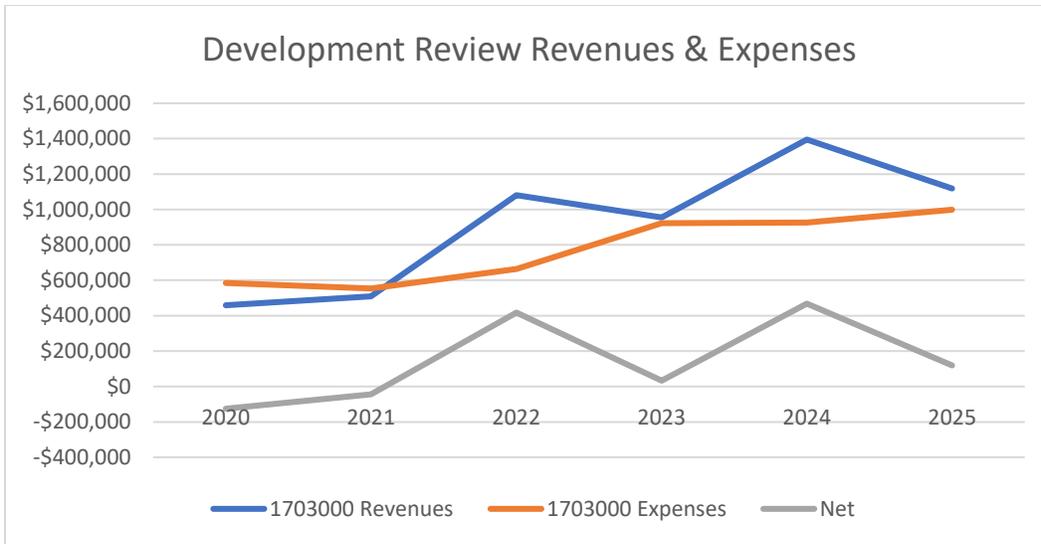


Chart 2. \*2025 data reflects budget projections

As the staff has applied the fee since 2022 and further analyzed its impact we have identified that the highest valuation projects pay a regressive fee, as shown in Chart 3 below. In an effort to create equitable fees for all projects, County staff recommends the BOCC consider modification of the building permit fees to a flat percentage of the total project valuation. This approach will ensure that fees increase commensurate with the cost of construction and that the highest valuation projects do not receive a flattened fee compared to lower valuation projects.

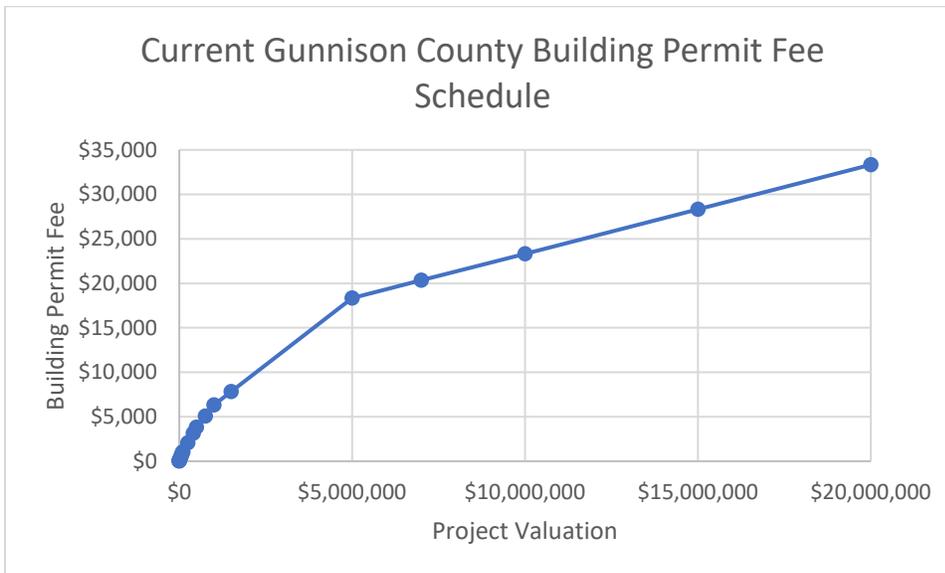


Chart 3

**Gunnison County’s Current Building Permit Fee Schedule**

Gunnison County’s current building permit fee schedule is from Appendix AB of the International Residential Code. The current building permit fee schedule is:

<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 to \$500,000	1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

Table 1

The permit fee percentage of the project valuation declines as the project valuation increases as shown in the chart below:

<b>Project Valuation</b>	<b>Permit Fee</b>	<b>Percentage of permit fee relative to project valuation</b>
\$500	\$24	4.8%
\$25,000	\$322	1.29%
\$250,000	\$2,077	0.83%
\$500,000	\$3,827	0.77%
\$750,000	\$5,077	0.68%
\$1,500,000	\$7,827	0.52%
\$7,000,000	\$20,327	0.29%
\$15,000,000	\$28,327	0.19%

Table 2

A graph of the schedule shows that as project valuations increase the resulting building permit fees are a lower percentage of the project valuation.

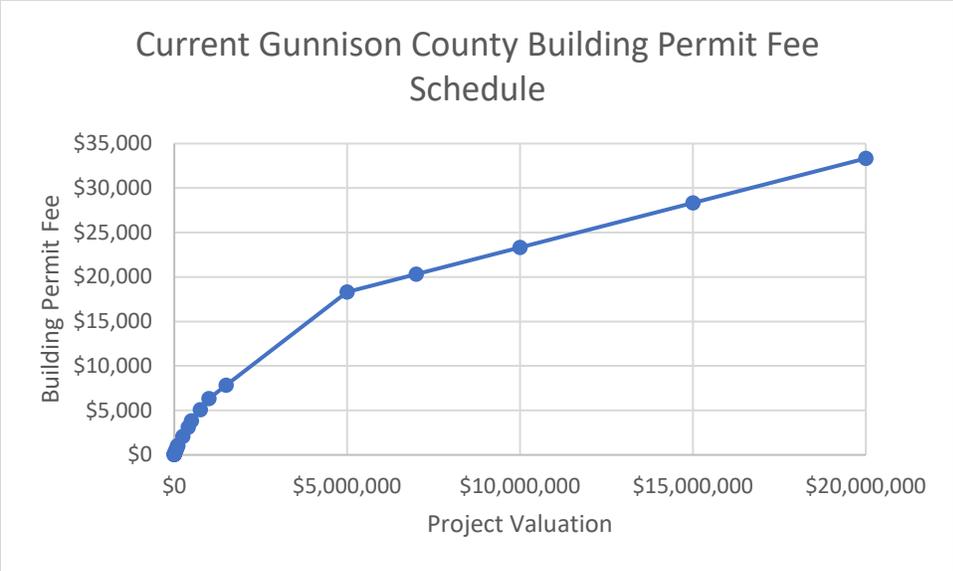


Chart 4

In addition to the building permit fee, which is intended to cover the cost of the inspection program, Gunnison County assesses a plan review fee to cover the cost of application processing and plan review activities. The plan review fee is calculated as 30% of the building permit fee for residential projects and 65% of the building permit fee for commercial projects.

Project Valuation	Base Permit Fee	Percentage of Base Building Permit Fee Relative to Project Valuation	Total Fees for residential, including 30% plan review	Percentage of Total Fees relative to project valuation for residential	Total Fees for commercial, including 65% plan review	Percentage of Total Fees relative to project valuation for commercial
\$500	\$24	4.8%	\$31.20	6.24%	\$39.60	7.92%
\$25,000	\$322	1.29%	\$418.60	1.67%	\$531.30	2.13%
\$250,000	\$2,077	0.83%	\$2,700	1.08%	\$3,427	1.37%
\$500,000	\$3,827	0.77%	\$4,975	1%	\$6,315	1.26%
\$750,000	\$5,077	0.68%	\$6,600	0.88%	\$8,377	1.12%
\$1.5M	\$7,827	0.52%	\$10,175	0.68%	\$12,915	0.86%
\$7M	\$20,327	0.29%	\$26,425	0.38%	\$33,540	0.48%
\$15M	\$28,327	0.19%	\$36,825	0.25%	\$46,740	0.31%

Table 3

Because the permit fee structure is not linear, larger annual valuation totals will not translate to a linear increase in permit fees, especially when those larger valuation projects are driving the total annual valuation numbers. In 2024 11% of the 139 building permits had project valuations greater than \$2 million dollars compared to 5% of the 145 building permits in 2023 and 4% of the 160 building permits in 2022 after May 3<sup>rd</sup>. In 2024 37% of the permits had project valuations greater than \$800,000 compared to 26% in 2023 and 26.5% in 2022.

The amount of staff time to review and inspect modern, larger valuation projects does not decline as the current permit fee schedule anticipates, the demand for staff resources increases. The larger valuation projects are typically custom designs with complex details which require additional staff time to review and inspect. Most of these projects have larger floor areas that require additional inspections and longer review and inspection times. A recent high valuation residential project required 19 Gunnison County staff inspections.

**Comparison of Eagle and Gunnison County’s Building Permit Fee Schedules**

Eagle County uses a similar building permit fee schedule to Gunnison County’s but with modifications that increase the linearity throughout valuation ranges. The following graphs compare Eagle and Gunnison County’s current fee schedules:

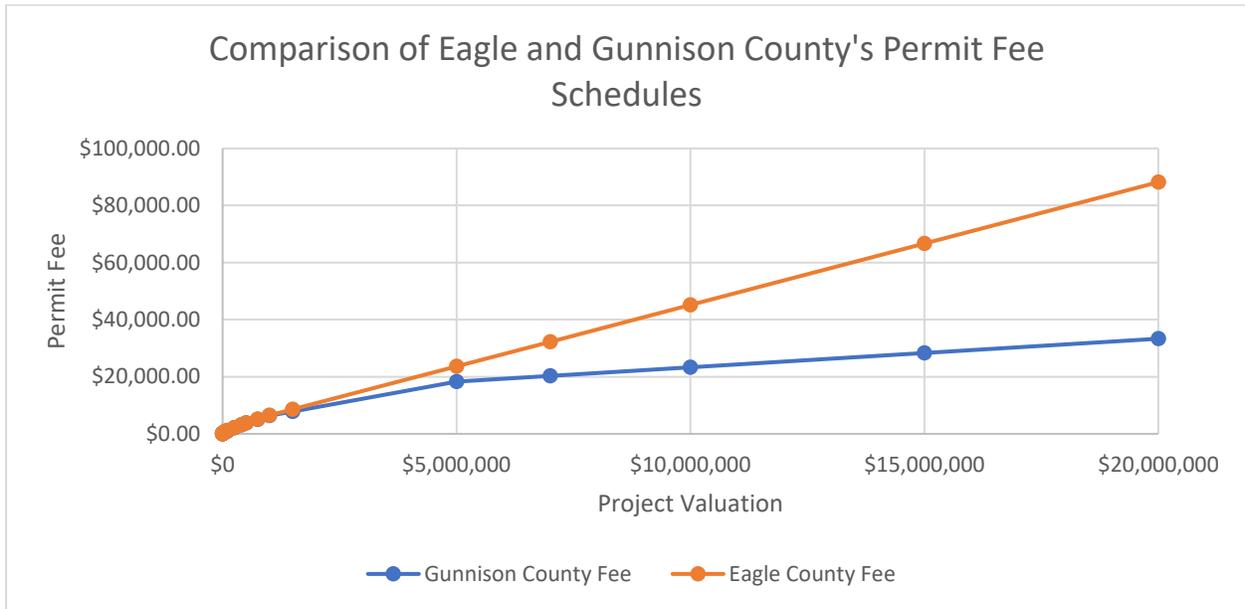


Chart 5

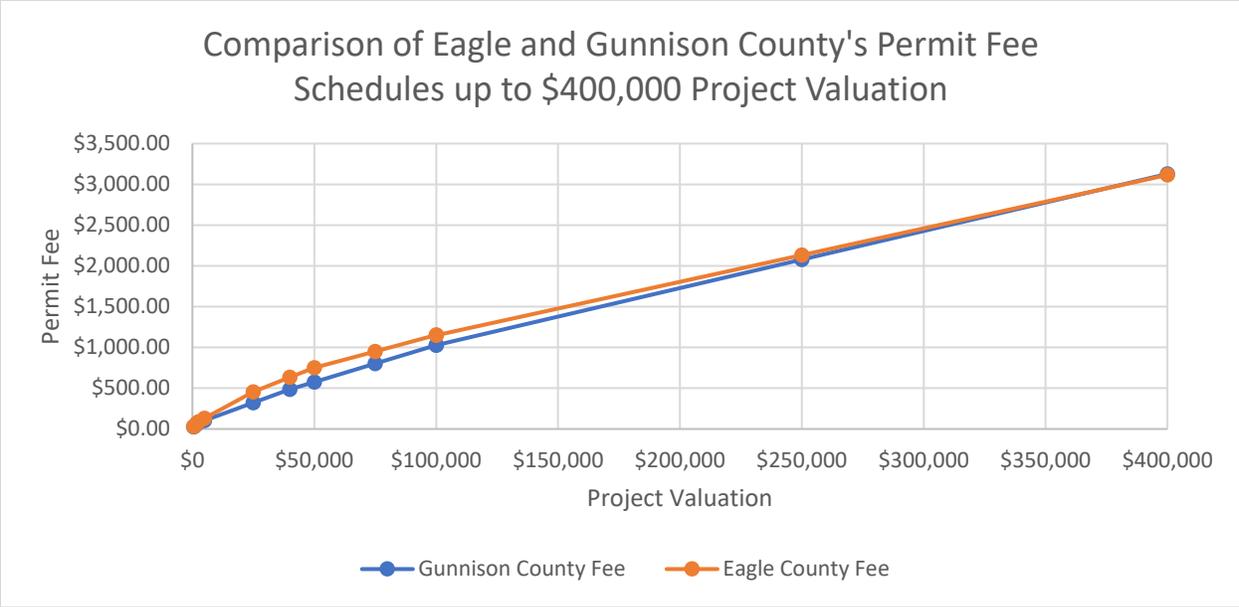


Chart 6

Eagle County’s building permit fee schedule is the following:

Total Valuation	Fee
\$1 to \$500	\$27
\$501 to \$2,000	\$27.50 for the first \$500; plus \$3.60 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$25,000	\$80.25 for the first \$2,000; plus \$16.30 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,001 to \$50,000	\$456.75 for the first \$25,000; plus \$11.75 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,001 to \$100,000	745.50 for the first \$50,000; plus \$8.15 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 to \$500,000	\$1,150 for the first \$100,000; plus \$6.55 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,738 for the first \$500,000; plus \$5.55 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 and over	\$6,480 for the first \$1,000,000; plus \$4.30 for each additional \$1,000 or fraction thereof

Table 4

Though the schedule used by Eagle County is adjusted, the permit fee percentage of the project valuation also declines as the project valuation increases as shown in the following table. Eagle County

assesses a 65% plan review fee on all permits and the resulting effect on percentage is presented in table 5.

Project Valuation	Eagle County Permit Fee	Percentage of base permit fee relative to project valuation	Percentage of Total permit fees, including PR, relative to valuation
\$500	\$27.50	5.5%	9.08%
\$25,000	\$455.15	1.82%%	3%
\$250,000	\$2,132.50	0.85%	1.41%
\$750,000	\$5,125.50	0.68%	1.13%
\$1,500,000	\$8,630	0.58%	0.95%
\$7,000,000	\$32,280	0.46%	0.76%
\$15,000,000	\$66,680	0.44%	0.73%

Table 5

**Pitkin County’s Permit Fee and a Comparison of a Fixed Percentage Approach to Permit Fees**

Pitkin County uses a simple fixed percentage approach to calculating building permit fees. 2.7% of project valuations are assessed for building permit fees which also includes their plan review, impact fee, REMP fee, and use tax. Additionally, 60% of the permit fee is due at application submittal and the remaining 40% is due at permit issuance.

The approach of utilizing a fixed percentage to calculate building permit fees is linear across all project valuations, efficient for customers to understand and compute, and could eliminate the current revenue deficit for higher valuation projects. The following charts show comparisons of Gunnison County’s current fee schedule, Eagle County’s fee schedule, and three fixed percentage assessments based on project valuation, 0.9%, 1.0%, and 1.1%.

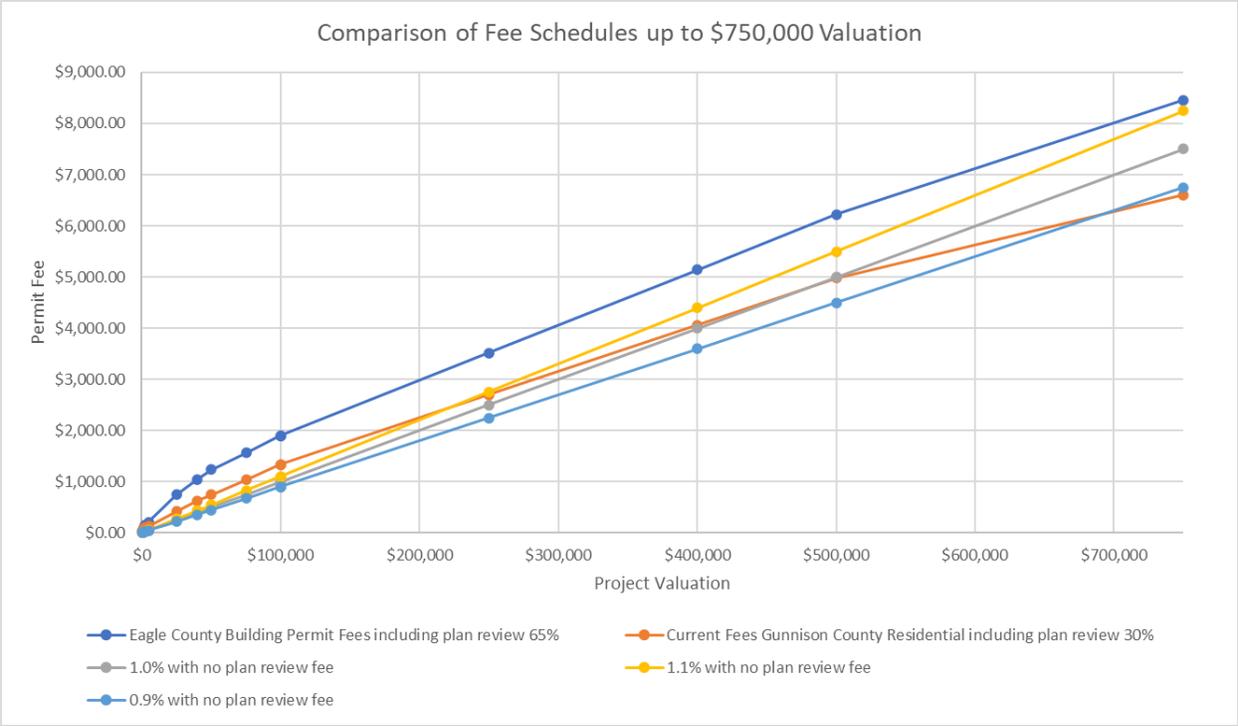


Chart 7

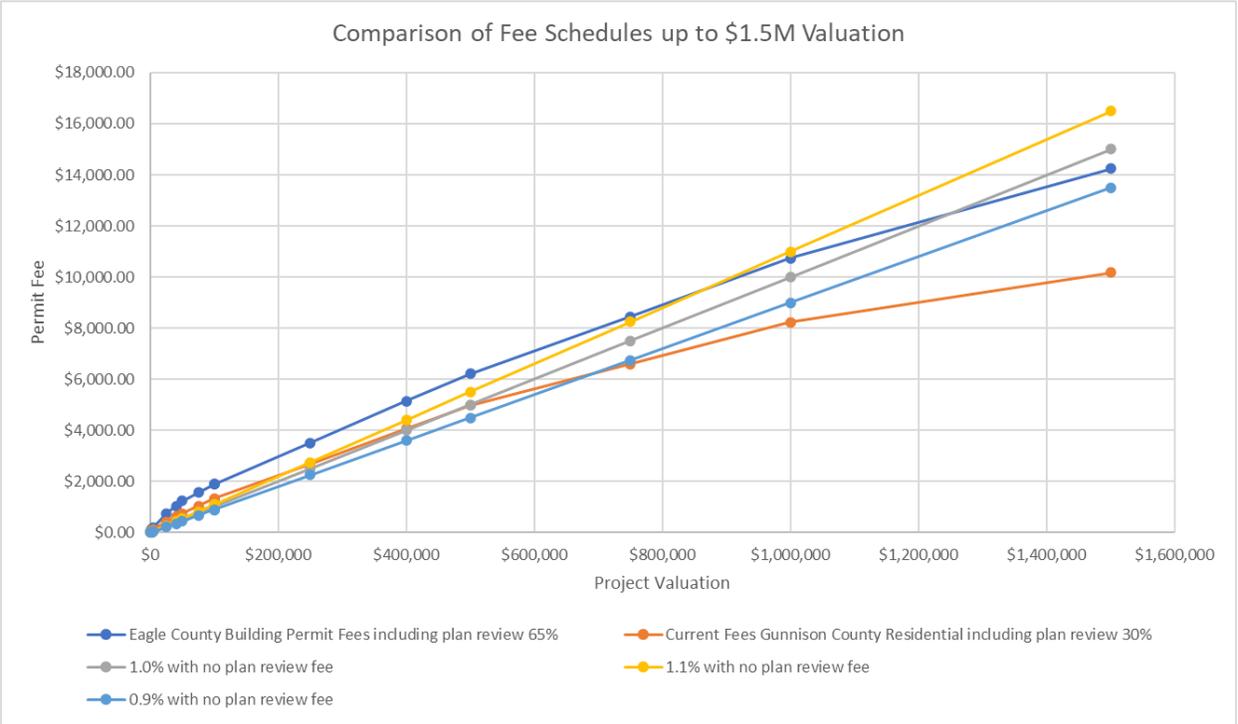


Chart 8

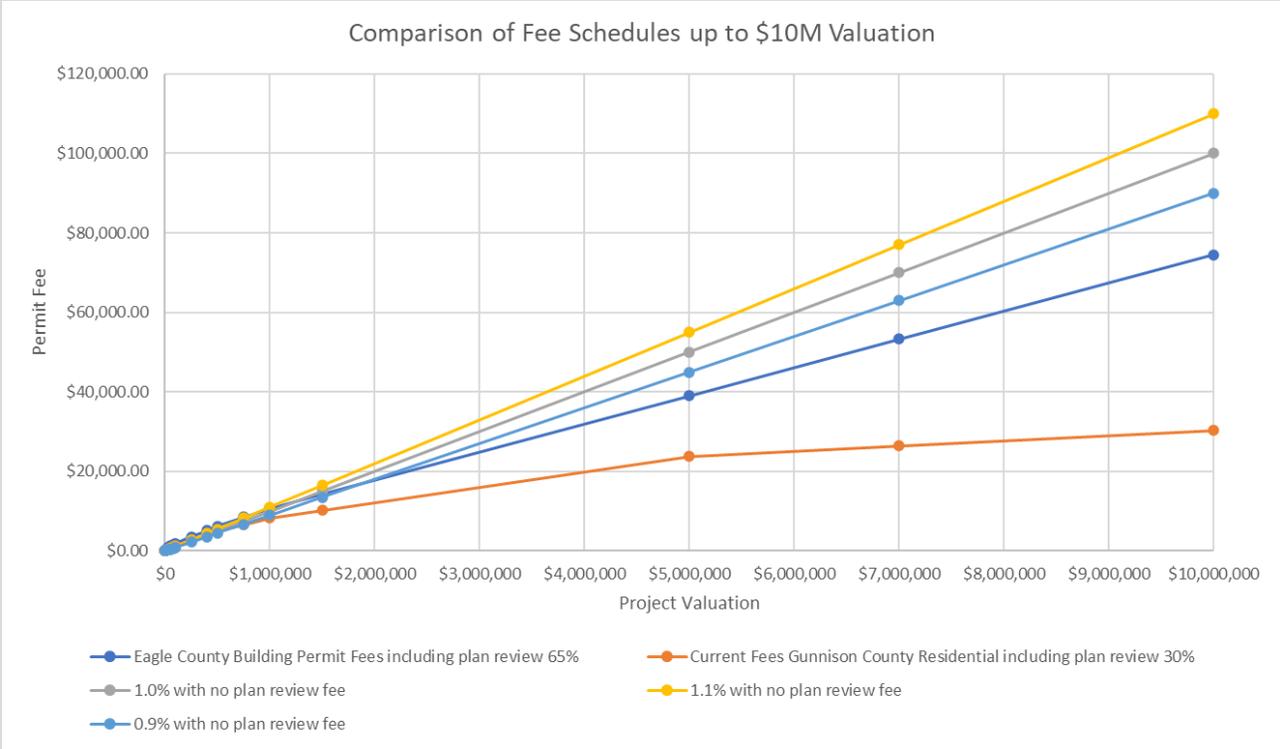


Chart 9

The following table shows what building permit revenues would have been using a fixed percentage of project valuations compared to the revenues collected under the current fee schedule.

	Actual fees collected using current schedule	Projected fees collected using 0.9%	Projected fees collected using 1.0%	Projected fees collected using 1.1%
2022	\$877,685	\$962,765	\$1,069,740	\$1,176,713
2023	\$630,079	\$847,875	\$942,083	\$1,036,291
2024	\$899,665	\$1,226,382	\$1,362,647	\$1,498,912

Table 6

The following table is a comparison of the building permit fees produced using Gunnison County’s current fee schedule, 0.9%, 1.0% and 1.1% fixed rates with no plan review fees, and Eagle County’s fee schedule with their 65% plan review fee.

Valuation	Current fees (BP & 30% PR)	0.9%	1.0%	1.1%	Eagle County total fees (BP & PR)
\$100,000	\$1,335	\$900	\$1,000	\$1,100	\$1,902
\$250,000	\$2,700	\$2,250	\$2,500	\$2,750	\$3,519
\$500,000	\$4,975	\$4,500	\$5,000	\$5,500	\$6,221
\$750,000	\$6,600	\$6,750	\$7,500	\$8,250	\$8,457
\$1M	\$8,225	\$9,000	\$10,000	\$11,000	\$10,746
\$2M	\$12,125	\$18,000	\$20,000	\$22,000	\$17,787

Table 7

The following table shows the average project valuation for all permits, all dwelling types, only one-family stand-alone dwellings, and premanufactured dwellings that were permitted in Gunnison County from 2022 to 2024. Project valuations are increasing for individual projects including dwellings.

	Average Valuation all permits (not including mechanical)	Average Valuation all dwelling types	Average Valuation one-family dwellings	Average premanufactured dwellings
<b>2022</b>	\$477,562 (\$592,907 after 5/3/2022 and \$204,806 before 5/3/2022)	\$839,616 (\$920,005 after 5/3/2022 and \$263,499 before 5/3/2022)	\$1,044,184 (\$1,135,750 after 5/3/2022 and \$334,315 before 5/3/2022)	\$164,850 (n=8)
<b>2023</b>	\$600,053	\$1,119,692	\$1,252,175	\$163,617 (n=4)
<b>2024</b>	\$867,928	\$1,405,981	\$1,790,443	\$218,230 (n=2)
On 5/3/2022 the local regional modifier of 2.8 began being applied to the average national construction cost per square foot to determine the project valuation or the applicant could supply the actual project valuation schedule. Resolution No.22-21				

Table 8

The following table shows the total number and types of dwelling units permitted by Gunnison County.

	One-family dwellings	Accessory dwellings	Townhouse and duplex units	Staff housing or tiny house units
<b>2022</b>	75	12	23	3
<b>2023</b>	55	4	12	3
<b>2024</b>	42	6	21	3

Table 9

### **Application Deposit**

In 2011 the County began collecting an application fee of \$250 for dwellings. The application fee is credited towards the total permit fee at permit issuance and is non-refundable if the permit is not issued. The intent of this fee was to cover the cost of plan review and application processing in case the permit was not issued. In 2022, the County processed 27 applications for building permits that have not

been issued, only 13 were for dwellings where the \$250 deposit was collected. Similarly, in 2023 the County processed 31 applications for building permits that have not been issued, 15 of those applications were for dwellings. The staff time processing the applications in 2022 and 2023 was approximately 400 hours and \$7,000 was collected in application fees (or \$17.50/hr of staff review time). Collection of a portion of the building permit fee to cover the cost of plan review and application processing at the time of application submittal would ensure that staff time and resources spent reviewing and processing proposed applications is covered by the applicant should the permit not be issued. Staff recommends increasing the deposit at the time of application submittal to \$1,000 for new residential and commercial structures and \$200 for all other types including utility structures and repairs, alterations and additions to existing structures.

### **Recommendation**

Based on the above analysis, the projected budget for the development review program for 2025, the staff recommends the BOCC adopt a building permit fee that is a flat percentage of the total project valuation and eliminate the plan review fee. This will make it easier for applicants to predict their permit fees and easier to understand. Plan review fees were important to include when the County used valuations that were artificially low so that we could come closer to covering the costs of development review.

Staff recommends the adoption of a fee of 1.0%. A 1.0% fee appears to have the effect of reducing fees for projects with a valuation less than \$500,000 which is expected to reduce costs for projects that serve the residents with a smaller project budget including improvement projects such as additions, repairs and alterations. This is intended to reduce the fees for projects that are smaller in scale and require fewer inspections and increase the fees for large budget projects that are typically more complex and require significantly more staff time. A 1% fee is expected to be sufficient to cover the current and future costs of the development review program. A reduction in percentage is recommended for projects that utilize model home plans provided by Gunnison County to 0.8% and projects that utilize the Energy Rating Index approach for compliance with the energy efficiency provisions to 0.9% to reflect the associated reduction in plan review services.

Staff recommends that a minimum building permit fee of \$300 be applied to all building permits to cover the cost of review and inspection.

To ensure that the cost of application review and processing is compensated, staff recommends that an application deposit of \$1,000 for new residential and commercial structures and \$300 for all other types including utility structures and repairs, alterations and additions to existing structures.

During the last fee revision in 2022, the BOCC Resolution noted that fees should be reviewed every two years, which gives the County the opportunity to review a modified fee schedule again in 2026. At that time staff will analyze the fee impacts.

Please feel free to reach out to Crystal or Cathie with any questions. Thank you.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO: 25-\_\_\_\_**

**A RESOLUTION AMENDING THE 2021 EDITIONS OF THE INTERNATIONAL  
BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE**

**WHEREAS**, pursuant to C.R.S. § 30-28-201, *et. seq.*, the Board of County Commissioners of the County of Gunnison, Colorado (herein the “Board”) adopted the 2021 editions of the “International Building Code,” the “International Residential Code,” the “International Mechanical Code,” and the “International Fuel Gas Code,” the “International Energy Conservation Code,” the “International Existing Building Code,” and the “Colorado Model Electric Ready and Solar Ready Code” and the amendments to those codes, and the amendments to the 2021 edition of the “International Wildland-Urban Interface Code” in Resolution No. 23-22 recorded in the office of the Gunnison County Clerk and Recorder which identified *Section 109.2 Schedule of permit fees* of the International Building Code and *Section R108.2 Schedule of permit fees* of the *International Residential Code* as “Appendix AL Permit Fee of the International Residential Code, 2021 edition” and which included the addition of *Section 109.2.1 Plan review fees* of the *International Building Code* and *Section R108.4.1 Plan review fees* of the *International Residential Code* and *Section R108.4.2 Application fee* of the *International Residential Code*; and

**WHEREAS**, pursuant to C.R.S. § 30-28-204, the Board is authorized to alter and amend by resolution any county building code after public hearing, notice of which shall be given by at least one publication in a newspaper of general circulation in Gunnison County at least fourteen days prior to said hearing; and

**WHEREAS**, pursuant to C.R.S. § 30-28-204, on May 20, 2025 the Board conducted a public hearing regarding the changes to the fees that are the subject of this Resolution; and

**WHEREAS**, the unamended published text of *Section 109.2 Schedule of permit fees* of the *International Building Code* is “Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority”; and

**WHEREAS**, the unamended published text of *Section 108.2 Schedule of permit fees* of the *International Residential Code* is “On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority”; and

**WHEREAS**, the Board wishes to establish a schedule of permit fees in accordance with the *International Building Code* and the *International Residential Code* that can be adjusted from time to time to cover the cost of the development review and inspection program and that is also easily accessible to the citizens of Gunnison County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado that the following amendments to the building codes are hereby adopted for the unincorporated area of Gunnison County effective immediately:

1. *Section 109.2 Schedule of permit fees* of the 2021 edition of the *International Building Code* is replaced with the following: On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Board of County Commissioners in a separate adopting Resolution. For building permit, plan review, and other fees, please refer to the Gunnison County Community & Economic Development Department publication, "Gunnison County Building Permit Fees";
2. *Section 109.2.1 Plan review fees* of the 2021 edition of the *International Building Code* shall be deleted; .
4. *Section R108.2 Schedule of permit fees* of the 2021 edition of the *International Residential Code* is replaced with the following: On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Board of County Commissioners in a separate adopting Resolution. For building permit, plan review, and other fees, please refer to the Gunnison County Community & Economic Development Department publication, "Gunnison County Building Permit Fees.";;
5. *Section R108.4.1 Plan review fees* of the 2021 edition of the *International Residential Code* is deleted;.

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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**Laura Puckett-Daniels, Chairperson**

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**Jonathan Houck, Commissioner**

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**Elizabeth Smith, Commissioner**

**ATTEST:**

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**Gunnison County Clerk**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO: 25-\_\_\_**

**A RESOLUTION ESTABLISHING A SCHEDULE OF BUILDING PERMIT FEES**

**WHEREAS**, pursuant to the *International Building Code* and the *International Residential Code* the Board is authorized to set and amend the Community Development Department’s fees for building permits; and

**WHEREAS**, Community Development staff has provided the Board of County Commissioners an analysis of the current fee schedule, Appendix AL, that identified a regressive fee percentage per increased project valuation and recommended the establishment of a flat percentage of the total project valuation to ensure that building permit fees are equitable for all project valuation amounts and cover the cost of application review and building inspections and recommended an increase of application deposits collected at the time of submittal in a memo dated March 14, 2025 titled “Building Permit Fees”; and

**WHEREAS**, Community Development staff experiences an increase in demand for review and inspection resources for larger valuation projects that is not recovered by use of the Appendix AL Permit Fee schedule; and

**WHEREAS**, the Board wishes to establish a schedule of permit fees in accordance with the *International Building Code* and the *International Residential Code* that can be adjusted from time to time to cover the cost of the development review and inspection program and that is clear and accessible to the citizens of Gunnison County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado that the Community Development Department Building Permit Fee Schedule is hereby adopted and attached as Exhibit A hereto.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY SHALL NOT BE EFFECTIVE UNLESS AND UNTIL A COPY IS RECORDED IN THE Office of the Clerk and Recorder of Gunnison County.**

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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**Laura Puckett-Daniels, Chairperson**

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**Jonathan Houck, Commissioner**

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**Elizabeth Smith, Commissioner**

**ATTEST:**

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**Gunnison County Clerk**

**ATTACHMENT A**  
**Gunnison County Building Permit Fees**

1.0% flat fee (based on valuation; includes plan review).

- A minimum fee of \$300 is applied to all permits.
- A non-refundable application deposit of \$1,000 for new residential and commercial structures and \$200 for all other types including utility and accessory structures, repairs, alterations and additions to existing structures is due at the time of application submittal and is to be applied to the building permit fee at the time of issuance. The application deposit will be forfeited if the permit is not issued.

0.8% flat fee (based on valuation, includes plan review) for permits that utilize model home plans provided by Gunnison County.

0.9% flat fee (based on valuation, includes plan review) for permits that utilize the Energy Rating Index approach for compliance with the energy efficiency provisions.

Additional plan review required by changes or revisions to the plans shall be charged a fee of \$150.00 and review time beyond two hours shall be assessed at a rate of \$100.00 per hour. If an independent plan review is required by the Building Official, the actual cost of such review along with administrative costs assessed at a rate of \$75.00 per hour will be charged.

Project valuations shall reflect the total value of work, including labor and materials, for which the permit is being issued. For residential structures greater than 5,000 square feet it is the applicant's responsibility to provide the project valuation according to Section R108 of the International Residential Code and Section 109 of the International Building Code. For structures less than 5,000 square feet the applicant may provide the project valuation or project valuations may be established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of the issuance of the building permit, or the Building Safety Journal, published by the International Code council with a regional multiplier of 2.8.

**Mechanical only permits (includes solid-fuel burning devices)**

0.75% flat fee (based on project valuation)

- A minimum fee of \$55.00 is applied to all mechanical permits.

- Plan review fee, if plan review is needed, is 65% of the total mechanical permit fee.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** April 2025 Cash Transfer Report

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

April 2025 Cash Transfer Report

**Fiscal Impact:** 8,277,231.03

**Submitted by:** Lupita Halligan

**Submitter's Email Address:** lhalligan@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/13/2025

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/20/2025



**GUNNISON COUNTY, COLORADO  
CASH TRANSFER AUTHORIZATION  
April-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(3,873,711.31)
130	95 11122	General - Payroll Account	1,488,811.46	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	(3,713,341.15)
002	02 11900	Road & Bridge	0.00	(217,480.04)
003	03 11900	Human Services	41,634.19	0.00
004	04 11900	Public Health Agency	0.00	(8,492.55)
007	07 11900	Conservation Trust	0.00	(1,901.50)
008	08 11900	Bond Fund	125.00	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	27,082.02	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	679,139.48	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	0.00	(16,383.18)
032	32 11900	Sage Grouse Trust	3,736.16	0.00
034	34 11900	Risk Management	0.00	(12,274.47)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(14,907.89)
050	50 11900	Gunnison County Sewer	0.00	(177,526.09)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(22,203.41)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(152,898.82)
125	52 11101	Solid Waste - Landfill Closure	6,574.81	0.00
126	52 11102	Solid Waste - Landfill Const	24,667.96	0.00
070	70 11900	Housing Authority	490,627.29	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(66,041.05)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	125,181.00	0.00
082	82 11900	ISF-II	1,650.38	0.00
090	90 11900	Health Insurance Trust	60,009.03	0.00
115	90 11101	Health Insurance Claims	171,817.16	0.00
091	91 11900	Local Marketing District	84,690.97	0.00
092	92 11900	Transportation Authority	296,263.81	0.00
093	93 11900	Public Trustee Agency	0.00	(69.57)
145	95 11121	Accounts Payable Clearing	4,702,251.37	0.00
<b>TOTALS</b>			<b>\$ 8,277,231.03</b>	<b>\$ (8,277,231.03)</b>

TRANSFER FOR JOURNAL ENTRIES:

504094, 504095, 504096, 504097, 504098, 503579, 503582, 413930, 413931, 413932, 413933, 413942, 503655, 503656, 413952, 504125, 501913, 502753, 413956, 413955, 413961, 504153, 504154, 502754, 504200, GBI 505001, GBI 503418, 504366, 504367, 504368, 504375, 501926, 501928, 502758, 502759, 503755, 503756, 414008, 504382, 505026, 504383, 504515, GNI, AP, 504516, 504376, 504377,

PREPARED BY: Whitney Law

DATE: 5/12/25

AUTHORIZED BY: [Signature]

DATE: 5/12/25

RECEIVED BY TREASURER: Teresa Brown

DATE: 5/12/25

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-25**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900
-	504094,	STND1: VEHICLE/EQUIPMENT RENT	4/30/2025	(27,143.75)						(903.11)		
-	504095,	STND2: BUDGETED INTERFUND TRANSFERS	4/30/2025	46,082.76					(9,545.84)		(5,166.67)	
-	504096,	STND3: MAPPING SYSTEM CHARGES	4/30/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)	
-	504097,	STND4: TELEPHONE/FAX SYSTEM CHARGES	4/30/2025	(4,945.34)					(498.00)	(765.00)	(989.99)	
-	504098,	STND5: COMPUTER SYSTEM CHARGES	4/30/2025	(31,041.10)					(3,302.58)	(2,833.33)	(4,914.75)	
-	503579,	PUBLIC HEALTH PHOTOCOPY MARCH	3/31/2025	(80.00)							(237.88)	
-	503582,	BUDGET TRANSFER 1Q FROM SAGE GROUSE	3/31/2025	6,007.90								
-	413930,	PAYLOCITY ADJ Q3 RECORD TAX ADJUSTMENT	9/30/2024	(3,769.63)					844.47	879.71	318.96	
-	413931,	PAYLOCITY ADJ Q2 RECORD TAX ADJUSTMENT	6/30/2024	(3,758.30)					882.12	853.97	293.11	
-	413932,	PAYLOCITY ADJ Q1 RECORD TAX ADJUSTMENT	3/31/2024	(3,711.49)					774.22	962.43	233.96	
-	413933,	PAYLOCITY ADJ Q4 RECORD TAX ADJUSTMENT	12/31/2024	(2,682.79)					868.95	(205.89)	286.46	
-	413942,	PAYROLL 2024 ADJUSTMENTS	12/31/2024	870.16						1,775.03		
-	503655,	RECLASS PRENATAL REVENUE	3/31/2025	850.00							(850.00)	
-	503656,	FUEL TAX CLAIM 1Q 25	3/31/2025	(2,314.20)						21.00	7.63	
-	413952,	RECLASS SHADY ISLAND SEWER	12/31/2024	(823.32)								
-	504125,	RECLASS SHADY ISLAND SEWER	4/1/2025	(442.54)								
-	501913,	UMB REBATE DISTRIBUTION	1/31/2025	(7,077.28)					337.21	790.04	1,466.85	
-	502753,	RECORD PAYLOCITY CREDIT REC IN JAN 2025	2/28/2025	(5,516.59)								
-	413956,	RECORD 2023 RETIREMENT FORFEITURE	1/1/2024	(4,817.31)						382.26		
-	413955,	RECORD RETIREMENT FORFEITURES IN 2024	12/31/2024	(9,767.07)					2,645.68	2,357.18		
-	413961,	CORRECT A TRANSFER TO G8150, REDUCE TRF AMOUNT	12/31/2024	40,406.29								
-	504153,	RECLASS BHA COMP TO COMM HEALTH	4/1/2025	525.00							(525.00)	
-	504154,	DHS RENT APRIL 2025	4/30/2025	11,739.00						(11,739.00)		
-	502754,	MOVE VETERANS EXPENSE TO HUMAN SERVICES	2/28/2025	1,250.00						(1,250.00)		
-	504200,	RECLASS NFP COMPUTER TO COMMUNITY HEALTH	4/30/2025	525.00							(525.00)	
-	GBI 505001,	WEED DISTRICT INTERNAL BILLING	5/31/2025	(765.00)								
-	GBI 503418,	LANDFILL INTERNAL BILLING	3/31/2025						(3,583.86)			
-	504366,	POSTAGE USE APRIL 2025	4/30/2025	(1,924.22)								
-	504367,	COPIES COLOR APRIL 2025	4/30/2025	(1,483.38)					(0.54)	(13.86)	(9.36)	
-	504368,	COPIES BLACK APRIL 2025	4/30/2025	(716.84)					(0.24)	(14.08)	(13.68)	
-	504375,	REC MED/DEN/FLEX RC CHECKS APRIL	4/30/2025	(5,512.70)								
-	501926,	EQUIPMENT USAGE JAN	1/31/2025	(668.12)					(93,520.18)			
-	501928,	MATERIAL USAGE JAN	1/31/2025						(259.22)			
-	502758,	MATERIAL USAGE FEB	2/28/2025						(2,939.38)			
-	502759,	EQUIPMENT USAGE FEB	2/28/2025	(155.00)					(159,963.98)			
-	503755,	MATERIAL USAGE MAR	3/31/2025						(7,257.68)			
-	503756,	EQUIPMENT USAGE MAR	3/31/2025	(47.50)					(92,675.09)			
-	414008,	FYE INVENTORY TO ACTUALS	12/31/2024						2,748.44			
-	504382,	LANDFILL ALLOCATION APR	4/30/2025									
-	505026,	W/S Certified Letters Postage	5/31/2025	684.44								
-	504383,	Public Health photocopy April	4/30/2025	(40.00)							(266.96)	
-	504515,	COVER APRIL 25 CASH SHORTAGES	4/30/2025	(2,507,500.00)								
-												
-												
-												
-	GNI,	PCARD IMPORT MARCH 2025	3/31/2025	39,958.09					(2,879.70)	(6,613.69)	(15,272.11)	
-	AP,	AP CLEARING APRIL 2025	4/30/2025	(880,554.19)					(14,628.09)	(28,092.81)	(45,979.49)	
-	504516,	REVENUE CLEARING APRIL 2025	4/30/2025	363,656.19				(3,713,341.15)	346,362.35	259,272.71	220,033.32	(1,901.50)
-	504376,	PAYROLL IMPORT APRIL 2025	4/30/2025	615,819.72					(180,213.34)	(173,207.29)	(156,359.87)	
-	504377,	PAYROLL TRANSFER (BMO TRF) APRIL 2025	4/30/2025	(1,483,294.87)								
-		TOTALS		(3,873,711.31)	-	-	-	(3,713,341.15)	(217,480.04)	41,634.19	(8,492.55)	(1,901.50)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-25**

JE's	Description	Finance Business Date	08	08	08	10	10	12	13	30	32	34	43
			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	Risk Management 34 11900	Capital Expenditures 43 11900
504094,	STND1: VEHICLE/EQUIPMENT RENT	4/30/2025				(1,613.04)							
504095,	STND2: BUDGETED INTERFUND TRANSFERS	4/30/2025				(4,635.00)				1,675.00			
504096,	STND3: MAPPING SYSTEM CHARGES	4/30/2025				(22.08)							
504097,	STND4: TELEPHONE/FAX SYSTEM CHARGES	4/30/2025				(408.00)							
504098,	STND5: COMPUTER SYSTEM CHARGES	4/30/2025				(1,840.00)							
503579,	PUBLIC HEALTH PHOTOCOPY MARCH	3/31/2025											
503582,	BUDGET TRANSFER 1Q FROM SAGE GROUSE	3/31/2025									(6,007.90)		
413930,	PAYLOCITY ADJ Q3 RECORD TAX ADJUSTMENT	9/30/2024				677.65							
413931,	PAYLOCITY ADJ Q2 RECORD TAX ADJUSTMENT	6/30/2024				677.16							
413932,	PAYLOCITY ADJ Q1 RECORD TAX ADJUSTMENT	3/31/2024				680.06							
413933,	PAYLOCITY ADJ Q4 RECORD TAX ADJUSTMENT	12/31/2024				678.49							
413942,	PAYROLL 2024 ADJUSTMENTS	12/31/2024											
503655,	RECLASS PRENATAL REVENUE	3/31/2025											
503656,	FUEL TAX CLAIM 1Q 25	3/31/2025											
413952,	RECLASS SHADY ISLAND SEWER	12/31/2024											823.32
504125,	RECLASS SHADY ISLAND SEWER	4/1/2025											442.54
501913,	UMB REBATE DISTRIBUTION	1/31/2025				1,408.10							
502753,	RECORD PAYLOCITY CREDIT REC IN JAN 2025	2/28/2025											
413956,	RECORD 2023 RETIREMENT FORFEITURE	1/1/2024				1,958.57							
413955,	RECORD RETIREMENT FORFEITURES IN 2024	12/31/2024											
413961,	CORRECT A TRANSFER TO G8150, REDUCE TRF AMOUNT	12/31/2024											
504153,	RECLASS BHA COMP TO COMM HEALTH	4/1/2025											
504154,	DHS RENT APRIL 2025	4/30/2025											
502754,	MOVE VETERANS EXPENSE TO HUMAN SERVICES	2/28/2025											
504200,	RECLASS NFP COMPUTER TO COMMUNITY HEALTH	4/30/2025											
GBI 505001,	WEED DISTRICT INTERNAL BILLING	5/31/2025				765.00							
GBI 503418,	LANDFILL INTERNAL BILLING	3/31/2025											
504366,	POSTAGE USE APRIL 2025	4/30/2025											
504367,	COPIES COLOR APRIL 2025	4/30/2025				(78.84)							
504368,	COPIES BLACK APRIL 2025	4/30/2025				(19.00)							
504375,	REC MED/DEN/FLEX RC CHECKS APRIL	4/30/2025											
501926,	EQUIPMENT USAGE JAN	1/31/2025											
501928,	MATERIAL USAGE JAN	1/31/2025											
502758,	MATERIAL USAGE FEB	2/28/2025											
502759,	EQUIPMENT USAGE FEB	2/28/2025											
503755,	MATERIAL USAGE MAR	3/31/2025											
503756,	EQUIPMENT USAGE MAR	3/31/2025											
414008,	FYE INVENTORY TO ACTUALS	12/31/2024											
504382,	LANDFILL ALLOCATION APR	4/30/2025									10,398.25		
505026,	W/S Certified Letters Postage	5/31/2025											
504383,	Public Health photocopy April	4/30/2025											
504515,	COVER APRIL 25 CASH SHORTAGES	4/30/2025	3,000.00									19,000.00	
GNI,	PCARD IMPORT MARCH 2025	3/31/2025				(3,249.22)							
AP,	AP CLEARING APRIL 2025	4/30/2025	(2,875.00)			(55,761.37)		(915.18)		(18,058.18)	(654.19)	(31,274.47)	(16,173.75)
504516,	REVENUE CLEARING APRIL 2025	4/30/2025				199,736.72		680,054.66	72,968.94				
504376,	PAYROLL IMPORT APRIL 2025	4/30/2025				(111,873.18)							
504377,	PAYROLL TRANSFER (BMO TRF) APRIL 2025	4/30/2025											
TOTALS			125.00	-	-	27,082.02	-	679,139.48	72,968.94	(16,383.18)	3,736.16	(12,274.47)	(14,907.89)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-25**

JE's	Description	Finance Business Date	<b>50</b>	50	<b>51</b>	51	<b>52</b>	52	52	<b>70</b>	70	<b>71</b>	71
			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	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101
504094,	STND1: VEHICLE/EQUIPMENT RENT	4/30/2025	(354.17)		(1,456.45)		(22,937.53)						
504095,	STND2: BUDGETED INTERFUND TRANSFERS	4/30/2025	(3,749.56)		2,416.65		(5,538.58)			(916.67)			
504096,	STND3: MAPPING SYSTEM CHARGES	4/30/2025			(661.67)								
504097,	STND4: TELEPHONE/FAX SYSTEM CHARGES	4/30/2025			(45.00)		(45.00)						
504098,	STND5: COMPUTER SYSTEM CHARGES	4/30/2025			(445.00)		(715.00)						
503579,	PUBLIC HEALTH PHOTOCOPY MARCH	3/31/2025											
503582,	BUDGET TRANSFER 1Q FROM SAGE GROUSE	3/31/2025											
413930,	PAYLOCITY ADJ Q3 RECORD TAX ADJUSTMENT	9/30/2024					20.73						
413931,	PAYLOCITY ADJ Q2 RECORD TAX ADJUSTMENT	6/30/2024					29.81						
413932,	PAYLOCITY ADJ Q1 RECORD TAX ADJUSTMENT	3/31/2024					43.09						
413933,	PAYLOCITY ADJ Q4 RECORD TAX ADJUSTMENT	12/31/2024					30.06						
413942,	PAYROLL 2024 ADJUSTMENTS	12/31/2024											
503655,	RECLASS PRENATAL REVENUE	3/31/2025											
503656,	FUEL TAX CLAIM 1Q 25	3/31/2025			62.40		153.60						
413952,	RECLASS SHADY ISLAND SEWER	12/31/2024											
504125,	RECLASS SHADY ISLAND SEWER	4/1/2025											
501913,	UMB REBATE DISTRIBUTION	1/31/2025			37.55		572.77						
502753,	RECORD PAYLOCITY CREDIT REC IN JAN 2025	2/28/2025											
413956,	RECORD 2023 RETIREMENT FORFEITURE	1/1/2024					487.23						
413955,	RECORD RETIREMENT FORFEITURES IN 2024	12/31/2024					4,764.21						
413961,	CORRECT A TRANSFER TO G8150, REDUCE TRF AMOUNT	12/31/2024								(40,406.29)			
504153,	RECLASS BHA COMP TO COMM HEALTH	4/1/2025											
504154,	DHS RENT APRIL 2025	4/30/2025											
502754,	MOVE VETERANS EXPENSE TO HUMAN SERVICES	2/28/2025											
504200,	RECLASS NFP COMPUTER TO COMMUNITY HEALTH	4/30/2025											
GBI 505001,	WEED DISTRICT INTERNAL BILLING	5/31/2025											
GBI 503418,	LANDFILL INTERNAL BILLING	3/31/2025					3,583.86						
504366,	POSTAGE USE APRIL 2025	4/30/2025											
504367,	COPIES COLOR APRIL 2025	4/30/2025											
504368,	COPIES BLACK APRIL 2025	4/30/2025											
504375,	REC MED/DEN/FLEX RC CHECKS APRIL	4/30/2025											
501926,	EQUIPMENT USAGE JAN	1/31/2025					(1,108.73)						
501928,	MATERIAL USAGE JAN	1/31/2025											
502758,	MATERIAL USAGE FEB	2/28/2025											
502759,	EQUIPMENT USAGE FEB	2/28/2025					(8,846.28)						
503755,	MATERIAL USAGE MAR	3/31/2025					(2,478.00)						
503756,	EQUIPMENT USAGE MAR	3/31/2025	(224.38)				(6,960.19)						
414008,	FYE INVENTORY TO ACTUALS	12/31/2024											
504382,	LANDFILL ALLOCATION APR	4/30/2025					(41,641.02)	6,574.81	24,667.96				
505026,	W/S Certified Letters Postage	5/31/2025	(482.00)		(202.44)								
504383,	Public Health photocopy April	4/30/2025											
504515,	COVER APRIL 25 CASH SHORTAGES	4/30/2025								2,480,000.00			
GNI,	PCARD IMPORT MARCH 2025	3/31/2025					(1,124.17)					(25.96)	
AP,	AP CLEARING APRIL 2025	4/30/2025	(170,115.78)		(4,550.83)		(17,566.44)			(2,429,616.95)		(77,534.27)	
504516,	REVENUE CLEARING APRIL 2025	4/30/2025								490,350.66		12,611.00	
504376,	PAYROLL IMPORT APRIL 2025	4/30/2025	(2,600.20)		(17,358.62)		(53,623.24)			(8,783.46)		(1,091.82)	
504377,	PAYROLL TRANSFER (BMO TRF) APRIL 2025	4/30/2025											
TOTALS			(177,526.09)	-	(22,203.41)	-	(152,898.82)	6,574.81	24,667.96	490,627.29	-	(66,041.05)	-

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
April-25**

JE's	Description	Finance Business Date	72 Assisted Living 72 11900	80 Internal Service I 80 11900	82 Internal Service II 82 11900	90 Health Insurance 90 11900	90 Health Claims Clearing 90 11101	91 Marketing District 91 11900	92 Transportation Authority 92 11900	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
504094,	STND1: VEHICLE/EQUIPMENT RENT	4/30/2025		54,564.30	(156.25)							
504095,	STND2: BUDGETED INTERFUND TRANSFERS	4/30/2025		(8,108.83)	(7,638.09)			(3,708.50)	(1,166.67)			
504096,	STND3: MAPPING SYSTEM CHARGES	4/30/2025			13,937.00							
504097,	STND4: TELEPHONE/FAX SYSTEM CHARGES	4/30/2025		(45.00)	7,786.33					(45.00)		
504098,	STND5: COMPUTER SYSTEM CHARGES	4/30/2025		(460.00)	45,786.76					(235.00)		
503579,	PUBLIC HEALTH PHOTOCOPY MARCH	3/31/2025			317.88							
503582,	BUDGET TRANSFER 1Q FROM SAGE GROUSE	3/31/2025										
413930,	PAYLOCITY ADJ Q3 RECORD TAX ADJUSTMENT	9/30/2024		67.20	960.91							
413931,	PAYLOCITY ADJ Q2 RECORD TAX ADJUSTMENT	6/30/2024		61.52	960.61							
413932,	PAYLOCITY ADJ Q1 RECORD TAX ADJUSTMENT	3/31/2024		57.12	960.61							
413933,	PAYLOCITY ADJ Q4 RECORD TAX ADJUSTMENT	12/31/2024		62.11	962.61							
413942,	PAYROLL 2024 ADJUSTMENTS	12/31/2024				(2,645.19)						
503655,	RECLASS PRENATAL REVENUE	3/31/2025										
503656,	FUEL TAX CLAIM 1Q 25	3/31/2025		2,069.57								
413952,	RECLASS SHADY ISLAND SEWER	12/31/2024										
504125,	RECLASS SHADY ISLAND SEWER	4/1/2025										
501913,	UMB REBATE DISTRIBUTION	1/31/2025		610.23	1,841.46					13.07		
502753,	RECORD PAYLOCITY CREDIT REC IN JAN 2025	2/28/2025										5,516.59
413956,	RECORD 2023 RETIREMENT FORFEITURE	1/1/2024			1,989.25							
413955,	RECORD RETIREMENT FORFEITURES IN 2024	12/31/2024										
413961,	CORRECT A TRANSFER TO G8150, REDUCE TRF AMOUNT	12/31/2024										
504153,	RECLASS BHA COMP TO COMM HEALTH	4/1/2025										
504154,	DHS RENT APRIL 2025	4/30/2025										
502754,	MOVE VETERANS EXPENSE TO HUMAN SERVICES	2/28/2025										
504200,	RECLASS NFP COMPUTER TO COMMUNITY HEALTH	4/30/2025										
GBI 505001,	WEED DISTRICT INTERNAL BILLING	5/31/2025										
GBI 503418,	LANDFILL INTERNAL BILLING	3/31/2025										
504366,	POSTAGE USE APRIL 2025	4/30/2025			1,924.22							
504367,	COPIES COLOR APRIL 2025	4/30/2025			1,585.98							
504368,	COPIES BLACK APRIL 2025	4/30/2025			763.84							
504375,	REC MED/DEN/FLEX RC CHECKS APRIL	4/30/2025				(166,304.46)	171,817.16					
501926,	EQUIPMENT USAGE JAN	1/31/2025		95,297.03								
501928,	MATERIAL USAGE JAN	1/31/2025		259.22								
502758,	MATERIAL USAGE FEB	2/28/2025		2,939.38								
502759,	EQUIPMENT USAGE FEB	2/28/2025		168,965.26								
503755,	MATERIAL USAGE MAR	3/31/2025		9,735.68								
503756,	EQUIPMENT USAGE MAR	3/31/2025		99,907.16								
414008,	FYE INVENTORY TO ACTUALS	12/31/2024		(2,748.44)								
504382,	LANDFILL ALLOCATION APR	4/30/2025										
505026,	W/S Certified Letters Postage	5/31/2025										
504383,	Public Health photocopy April	4/30/2025			306.96							
504515,	COVER APRIL 25 CASH SHORTAGES	4/30/2025							5,500.00			
GNI,	PCARD IMPORT MARCH 2025	3/31/2025		(2,701.64)	(7,257.07)	(735.53)				(99.00)		
AP,	AP CLEARING APRIL 2025	4/30/2025		(195,022.47)	(15,934.21)	(12,557.27)		(275,959.66)	(408,406.49)	(20.28)	4,702,251.37	
504516,	REVENUE CLEARING APRIL 2025	4/30/2025						364,359.13	705,836.97			
504376,	PAYROLL IMPORT APRIL 2025	4/30/2025		(100,328.40)	(47,448.42)	242,251.48				(5,183.36)		
504377,	PAYROLL TRANSFER (BMO TRF) APRIL 2025	4/30/2025										1,483,294.87
TOTALS			-	125,181.00	1,650.38	60,009.03	171,817.16	84,690.97	296,263.81	(69.57)	4,702,251.37	1,488,811.46

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** March 2025 Sales Tax and Local Marketing Tax

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see reports.

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

**Submitter's Email Address:** lhalligan@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 5/20/2025

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**Gunnison County, Colorado  
Total Taxable Sales**

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626										\$ 56,280,132
Crested Butte	11,712,346	15,613,837	16,085,261										\$ 43,411,444
Mt. Crested Butte	7,659,713	9,984,691	10,652,044										\$ 28,296,448
Marble	46,130	58,375	71,577										\$ 176,082
Pitkin	86,335	133,944	153,284										\$ 373,563
Unincorporated	20,064,643	31,378,809	20,845,498										\$ 72,288,950
<b>TOTAL TAXABLE SALES</b>	<b>\$ 57,618,339</b>	<b>\$ 76,062,990</b>	<b>\$ 67,145,290</b>										<b>\$ 200,826,619</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 576,183</b>	<b>\$ 760,630</b>	<b>\$ 671,453</b>										<b>\$ 2,008,266</b>
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%										
Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	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	29,748,718	18,330,133	21,152,783	\$ 262,219,653
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	12,305,211	7,170,091	15,295,391	\$ 162,825,706
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	2,912,042	2,391,943	7,987,074	\$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	\$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	\$ 2,444,499
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	19,243,631	19,286,431	28,288,078	\$ 253,831,648
<b>TOTAL TAXABLE SALES</b>	<b>\$ 57,236,655</b>	<b>\$ 60,109,302</b>	<b>\$ 61,487,173</b>	<b>\$ 38,223,329</b>	<b>\$ 47,259,056</b>	<b>\$ 69,379,456</b>	<b>\$ 82,740,308</b>	<b>\$ 76,385,977</b>	<b>\$ 70,832,485</b>	<b>\$ 64,760,052</b>	<b>\$ 47,403,126</b>	<b>\$ 72,993,241</b>	<b>\$ 748,810,160</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 572,367</b>	<b>\$ 601,093</b>	<b>\$ 614,872</b>	<b>\$ 382,233</b>	<b>\$ 472,591</b>	<b>\$ 693,795</b>	<b>\$ 827,403</b>	<b>\$ 763,860</b>	<b>\$ 708,325</b>	<b>\$ 647,601</b>	<b>\$ 474,031</b>	<b>\$ 729,932</b>	<b>\$ 7,488,102</b>
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%
Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	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
<b>TOTAL TAXABLE SALES</b>	<b>\$ 55,756,070</b>	<b>\$ 58,454,881</b>	<b>\$ 65,630,349</b>	<b>\$ 39,026,774</b>	<b>\$ 45,260,991</b>	<b>\$ 64,125,619</b>	<b>\$ 86,056,769</b>	<b>\$ 78,695,446</b>	<b>\$ 69,146,416</b>	<b>\$ 52,318,908</b>	<b>\$ 47,353,385</b>	<b>\$ 63,647,023</b>	<b>\$ 725,472,631</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 557,561</b>	<b>\$ 584,549</b>	<b>\$ 656,303</b>	<b>\$ 390,268</b>	<b>\$ 452,610</b>	<b>\$ 641,256</b>	<b>\$ 860,568</b>	<b>\$ 786,954</b>	<b>\$ 691,464</b>	<b>\$ 523,189</b>	<b>\$ 473,534</b>	<b>\$ 636,470</b>	<b>\$ 7,254,726</b>
% 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 ONLY  
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741	\$ 413,486										\$1,286,174	\$ 1,286,174
	% Change over previous year (monthly)	4.67%	40.35%	10.91%											18.82%
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264	\$ 394,375	\$ 307,805	\$ 480,765	\$4,705,494	\$ 1,082,480
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		2.62%
2023	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	\$ 1,054,825
	% 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%		10.76%
2022	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	\$ 952,377
	% 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%		21.83%
2021	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	\$ 781,703
	% 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%		31.01%
2020	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	\$ 596,661
	% 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%		16.36%
2019	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	\$ 512,751
	% 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%		7.85%
2018	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	\$ 475,410
	% 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%		2.92%
2017	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	\$ 461,934
	% 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%		3.66%
2016	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	\$ 445,616
	% 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%		10.62%
2015	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	\$ 402,852
	% 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%		

Budgeted Sales Tax Revenue	\$ 4,407,000
% YTD Actual / Total Budgeted	29.18%
Budgeted Sales Tax Revenue	\$ 4,207,000
% YTD Actual / Total Budgeted	25.73%
Budgeted Sales Tax Revenue	\$ 3,940,000
% YTD Actual / Total Budgeted	26.77%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	27.96%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	22.95%
Budgeted Sales Tax Revenue	\$ 2,364,672
% YTD Actual / Total Budgeted	25.23%
Budgeted Sales Tax Revenue	\$ 2,110,144
% YTD Actual / Total Budgeted	24.30%
Budgeted Sales Tax Revenue	\$ 1,924,050
% YTD Actual / Total Budgeted	24.71%
Budgeted Sales Tax Revenue	\$ 1,838,400
% YTD Actual / Total Budgeted	25.13%
Budgeted Sales Tax Revenue	\$ 1,838,000
% YTD Actual / Total Budgeted	24.24%
Budgeted Sales Tax Revenue	\$ 1,590,000
% YTD Actual / Total Budgeted	25.34%



Sales Tax by Industry and Jurisdiction  
March 2025 Sales

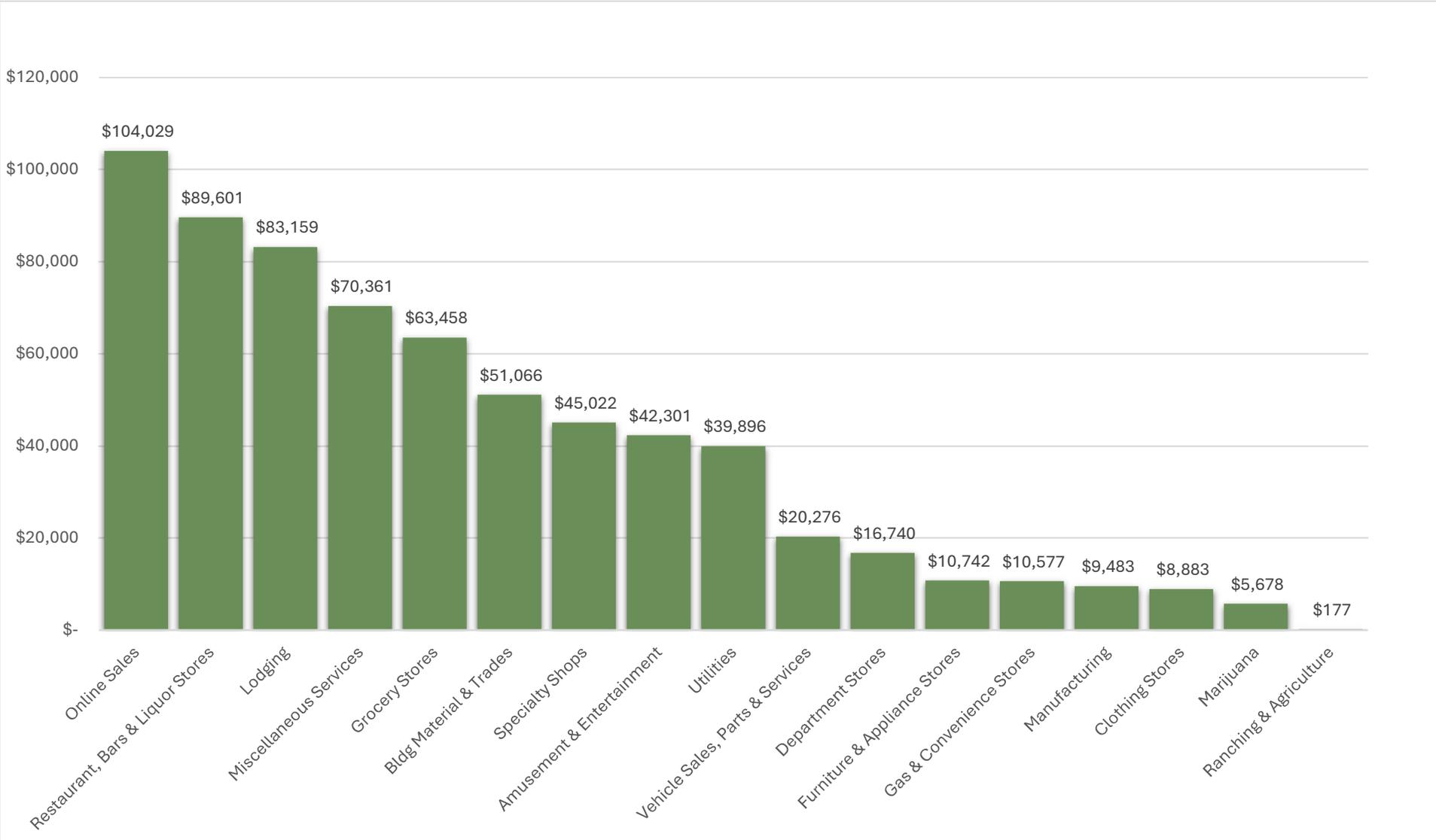
March 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	\$ Change from PY	% Change from PY
Amusement & Entertainment	15,512	5,623	19	13,640	9	7,498	\$ 42,301	\$ 9,300	28.18%
Bldg Material & Trades	8,447	23,540	76	1,898	211	16,894	\$ 51,066	\$ 7,942	18.42%
Clothing Stores	4,169	1,083	-	3,603	4	24	\$ 8,883	\$ (1,411)	-13.71%
Department Stores	875	14,358	21	167	35	1,285	\$ 16,740	\$ 3,364	25.15%
Furniture & Appliance Stores	3,524	1,988	48	1,012	44	4,126	\$ 10,742	\$ 4,031	60.05%
Grocery Stores	17,285	45,511	-	255	4	403	\$ 63,458	\$ 2,635	4.33%
Lodging	14,145	6,503	177	48,827	421	13,086	\$ 83,159	\$ 1,594	1.95%
Manufacturing	2,869	2,481	19	234	365	3,516	\$ 9,483	\$ 293	3.19%
Marijuana	2,711	2,967	-	-	-	-	\$ 5,678	\$ (1,324)	-18.90%
Miscellaneous Services	17,907	13,138	68	23,847	111	15,290	\$ 70,361	\$ 14,570	26.11%
Online Sales	-	-	-	-	-	104,029	\$ 104,029	\$ (4,478)	-4.13%
Ranching & Agriculture	115	58	0	-	-	4	\$ 177	\$ 138	345.60%
Specialty Shops	11,241	15,216	59	(196)	21	18,681	\$ 45,022	\$ 15,437	52.18%
Utilities	5,976	8,850	210	7,046	297	17,519	\$ 39,896	\$ 1,057	2.72%
Vehicle Sales, Parts & Services	2,197	15,065	18	49	5	2,943	\$ 20,276	\$ (984)	-4.63%
Restaurant, Bars & Liquor Stores	52,415	29,515	1	6,139	-	1,531	\$ 89,601	\$ 2,363	2.71%
Gas & Convenience Stores	1,464	7,481	-	-	5	1,627	\$ 10,577	\$ 2,057	24.15%
<b>Grand Total</b>	<b>\$ 160,853</b>	<b>\$ 193,376</b>	<b>\$ 716</b>	<b>\$ 106,520</b>	<b>\$ 1,533</b>	<b>\$ 208,455</b>	<b>\$ 671,453</b>	<b>\$ 56,581</b>	<b>9.20%</b>

% Change from PY                      0%                      7%                      -14%                      20%                      159%                      15%                      9%

March 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	16,015	4,436	-	6,250	3	6,297	\$ 33,001
Bldg Material & Trades	13,065	21,044	123	819	72	8,002	\$ 43,125
Clothing Stores	4,762	1,362	1	4,167	1	2	\$ 10,294
Department Stores	-	13,376	-	-	-	-	\$ 13,376
Furniture & Appliance Stores	2,933	1,662	31	64	-	2,021	\$ 6,712
Grocery Stores	16,323	43,921	-	8	-	571	\$ 60,823
Lodging	13,346	6,384	188	49,406	92	12,150	\$ 81,566
Manufacturing	4,062	2,333	2	21	-	2,772	\$ 9,190
Marijuana	3,451	3,551	-	-	-	-	\$ 7,002
Miscellaneous Services	19,274	11,084	97	14,545	15	10,777	\$ 55,792
Online Sales	-	-	-	-	-	108,507	\$ 108,507
Ranching & Agriculture	-	38	1	-	-	1	\$ 40
Specialty Shops	8,730	12,764	151	675	14	7,252	\$ 29,585
Utilities	5,421	10,329	238	6,550	237	16,066	\$ 38,839
Vehicle Sales, Parts & Services	2,060	14,587	4	23	154	4,434	\$ 21,261
Restaurant, Bars & Liquor Stores	50,344	29,396	1	6,245	-	1,253	\$ 87,239
Gas & Convenience Stores	1,355	5,246	-	-	4	1,915	\$ 8,520
<b>Grand Total</b>	<b>\$ 161,139</b>	<b>\$ 181,513</b>	<b>\$ 835</b>	<b>\$ 88,774</b>	<b>\$ 591</b>	<b>\$ 182,020</b>	<b>\$ 614,872</b>

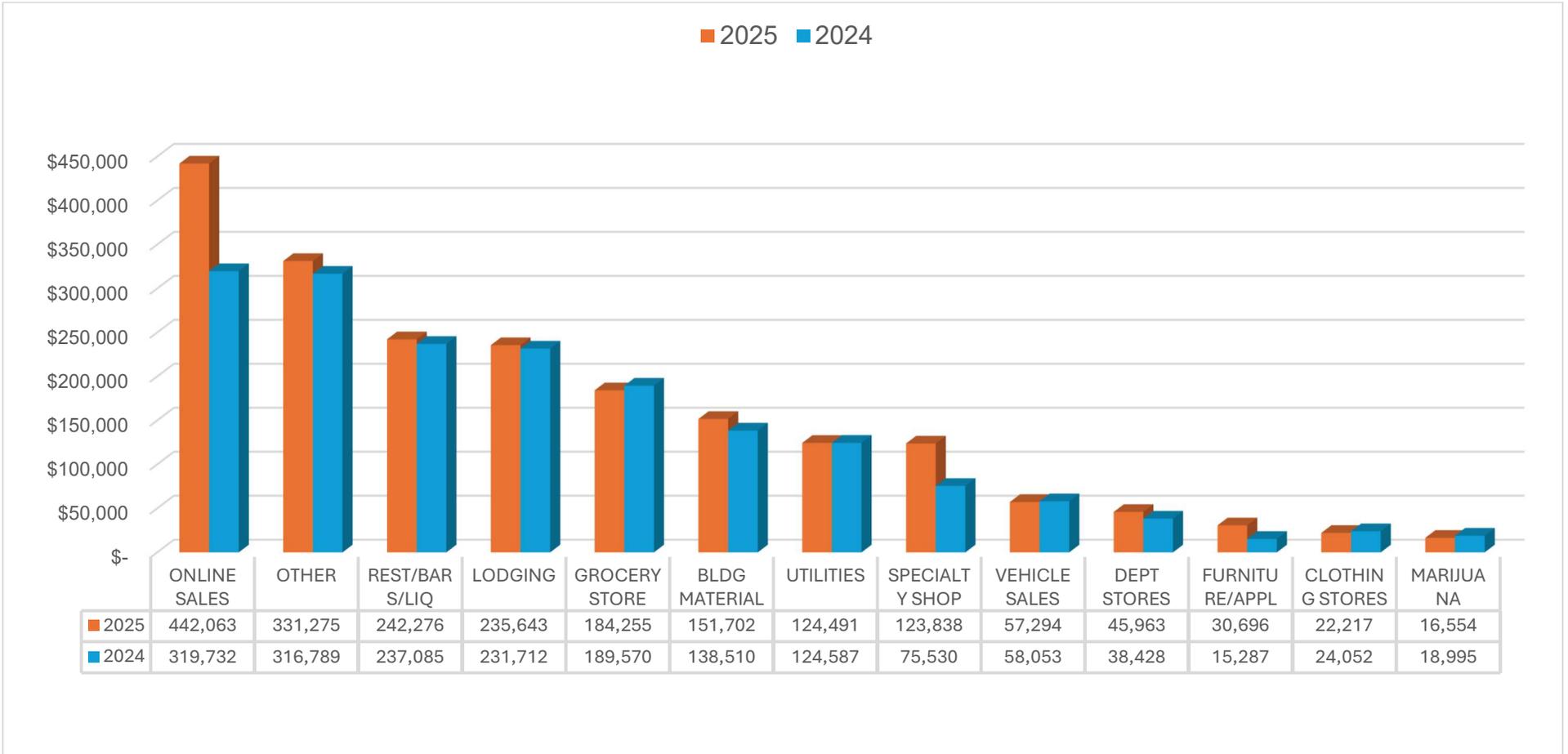
# Gunnison County Sales Tax by Industry

March 2025



Gunnison County Sales Tax  
Year to Date Industry Comparison

2025 vs 2024



\*Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00	366,081.52	482,897.74											
Marble Only Collections	888.00	296.52	365.00											
Non Marble Collections	551,523.00	365,785.00	482,532.74											
Interest Credit	38,440.00	537.00	116.00											
Program Cost	-	689.47	671.92											
Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ 483,685.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,441,844.65	\$ 1,441,844.65
<b>% Change over previous year (cumulative)</b>	<b>95.14%</b>	<b>-20.30%</b>	<b>-0.18%</b>										<b>54.34%</b>	
2024														
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	183,250.00	126,184.76	353,760.00		
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	1,571.00	990.76	1,712.00		
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	181,679.00	125,194.00	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
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	\$ 184,134.26	\$ 126,797.40	\$ 354,231.67	\$ 3,850,977.16	\$ 1,248,162.93
<b>% Change over previous year (cumulative)</b>	<b>-5.02%</b>	<b>40.64%</b>	<b>11.88%</b>	<b>-2.64%</b>	<b>3.81%</b>	<b>12.20%</b>	<b>5.81%</b>	<b>18.56%</b>	<b>-4.02%</b>	<b>-16.05%</b>	<b>-0.20%</b>	<b>2.81%</b>	<b>7.17%</b>	
2023														
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	\$ 1,079,551.51
<b>% Change over previous year (cumulative)</b>	<b>-2.64%</b>	<b>-3.44%</b>	<b>-13.46%</b>	<b>-11.88%</b>	<b>-10.70%</b>	<b>-10.76%</b>	<b>-7.64%</b>	<b>-6.67%</b>	<b>-3.44%</b>	<b>-2.45%</b>	<b>-1.86%</b>	<b>-1.38%</b>	<b>-1.38%</b>	
2022														
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	\$ 1,247,459.95
<b>% Change over previous year (cumulative)</b>	<b>28.01%</b>	<b>15.91%</b>	<b>27.14%</b>	<b>24.01%</b>	<b>22.46%</b>	<b>14.20%</b>	<b>10.90%</b>	<b>8.92%</b>	<b>5.85%</b>	<b>6.32%</b>	<b>4.94%</b>	<b>4.39%</b>	<b>4.39%</b>	
2021														
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	\$ 981,187.59
<b>% Change over previous year (cumulative)</b>	<b>32.88%</b>	<b>40.50%</b>	<b>64.94%</b>	<b>60.58%</b>	<b>70.92%</b>	<b>78.01%</b>	<b>65.77%</b>	<b>56.82%</b>	<b>49.45%</b>	<b>46.60%</b>	<b>46.37%</b>	<b>43.19%</b>	<b>43.19%</b>	
2020														
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	\$ 594,861.44
<b>% Change over previous year (cumulative)</b>	<b>5.75%</b>	<b>14.23%</b>	<b>4.43%</b>	<b>-0.06%</b>	<b>-6.11%</b>	<b>-7.23%</b>	<b>-1.96%</b>	<b>1.44%</b>	<b>6.08%</b>	<b>8.70%</b>	<b>9.33%</b>	<b>11.38%</b>	<b>11.38%</b>	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019														
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	\$ 569,620.01
% 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														
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		
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	\$ 530,517.78
% Change over previous year (cumulative)	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%	
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		
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	\$ 473,085.55
% Change over previous year (cumulative)	-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%	
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		
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	\$ 484,550.84
% Change over previous year (cumulative)	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%	



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

Jurisdiction	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 December	Grand Total
Crested Butte	63,764	65,188	85,998										\$ 214,950
Gunnison	20,555	20,771	26,006										\$ 67,332
Marble	888	297	365										\$ 1,550
Pitkin	211	323	264										\$ 798
Mt Crested Butte	444,891	213,368	296,116										\$ 954,375
Unincorporated/ Gunnison County	60,542	66,672	74,265										\$ 201,479
Program Cost	-	689	672										\$ 1,361
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,441,845</b>

Jurisdiction	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	\$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	\$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	\$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	\$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	\$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	\$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
<b>Grand Total</b>	<b>\$ 302,776</b>	<b>\$ 460,840</b>	<b>\$ 484,547</b>	<b>\$ 94,124</b>	<b>\$ 129,222</b>	<b>\$ 327,920</b>	<b>\$ 527,404</b>	<b>\$ 423,718</b>	<b>\$ 435,262</b>	<b>\$ 184,134</b>	<b>\$ 126,797</b>	<b>\$ 354,232</b>	<b>\$ 3,850,977</b>

Jurisdiction	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	\$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	\$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	\$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	\$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	\$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	\$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
<b>Grand Total</b>	<b>\$ 318,774</b>	<b>\$ 327,665</b>	<b>\$ 433,113</b>	<b>\$ 96,674</b>	<b>\$ 124,485</b>	<b>\$ 292,264</b>	<b>\$ 498,465</b>	<b>\$ 357,373</b>	<b>\$ 453,496</b>	<b>\$ 219,349</b>	<b>\$ 127,046</b>	<b>\$ 344,533</b>	<b>\$ 3,593,236</b>



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

NAICS	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	-										\$ -
Lessors of Residential Buildings	27,046	23,553	47,458										\$ 98,057
Lessors of Other Real Estate Property	267,649	32,343	44,562										\$ 344,554
Residential Property Managers	23,115	27,090	35,894										\$ 86,099
Hotels and Motels	78,447	104,564	162,868										\$ 345,879
Bed and Breakfast Inns	1,161	2,963	5,166										\$ 9,290
All Other Traveler Accommodation	186,849	166,162	182,217										\$ 535,227
RV Parks and Campgrounds	4,230	4,273	2,398										\$ 10,901
Recreational and Vacation Camps	2,354	5,671	2,451										\$ 10,476
Program Cost	-	689	672										\$ 1,361
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ -</b>	<b>\$ 1,441,845</b>								

NAICS	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	\$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	\$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	\$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	\$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	\$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	\$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	\$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	\$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	\$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
<b>Grand Total</b>	<b>\$ 302,776</b>	<b>\$ 460,840</b>	<b>\$ 484,547</b>	<b>\$ 94,124</b>	<b>\$ 129,222</b>	<b>\$ 327,920</b>	<b>\$ 527,404</b>	<b>\$ 423,718</b>	<b>\$ 435,262</b>	<b>\$ 184,134</b>	<b>\$ 126,797</b>	<b>\$ 354,232</b>	<b>\$ 3,850,977</b>

NAICS	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-				-			152			168	\$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	\$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	\$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	\$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	\$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	\$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	\$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	\$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	\$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
<b>Grand Total</b>	<b>\$ 318,774</b>	<b>\$ 327,665</b>	<b>\$ 433,113</b>	<b>\$ 96,674</b>	<b>\$ 124,485</b>	<b>\$ 292,264</b>	<b>\$ 498,465</b>	<b>\$ 357,373</b>	<b>\$ 453,496</b>	<b>\$ 219,349</b>	<b>\$ 127,046</b>	<b>\$ 344,533</b>	<b>\$ 3,593,236</b>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Treasurer's Report

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**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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/20/2025

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TREASURER'S MONTHLY REPORT FOR APRIL 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	3,968,107.08	4,306,480.91	(4,297,755.02)	3,976,832.97
Due from Tre-Road & Bridge	4,611,418.83	70,592.87	(217,756.30)	4,464,255.40
Due from Tre-Human Services	979,962.99	194,332.79	(3,156.07)	1,171,139.71
Due from Tre-Public Health Agency	151,348.90	37,520.38	(8,859.63)	180,009.65
Due from Tre-Conservation Trust	358,724.79	1,619.07	(1,901.50)	358,442.36
Due from Tre-Bond Fund	750.46	128.97	-	879.43
Due from Tre-Airport	1,678,226.81	96,960.96	(1,827.79)	1,773,359.98
Due from Tre-Sales Tax	6,179,370.19	714,693.27	(44.14)	6,894,019.32
Due from Tre-Land Preservation	2,224,992.81	83,395.81	-	2,308,388.62
Due from Tre-Mosquito	99,962.13	15,977.53	(16,849.10)	99,090.56
Due from Tre-Sage Grouse	418,432.18	5,651.73	-	424,083.91
Due from Tre-Risk Management	11,150.53	1,460.45	(12,289.06)	321.92
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	78,707.61	289.49	(14,907.89)	64,089.21
Due from Tre-Sewer	1,098,031.22	269,419.16	(180,159.13)	1,187,291.25
Due from Tre-Water	1,044,528.44	4,994.91	(22,203.41)	1,027,319.94
Due from Tre-Solid Waste	538,105.92	131,700.97	(154,508.29)	515,298.60
Due from Tre-Housing Authority	78.62	492,853.84	-	492,932.46
Due from Tre-Gunn Sr Housing	252,574.47	846.38	(66,041.05)	187,379.80
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	3,553.47	126,694.46	(9.25)	130,238.68
Due from Tre-Internal Service II	112.09	3,387.75	(3,017.34)	482.50
Due from Tre-Insurance Trust	2,603,224.46	73,770.98	-	2,676,995.44
Due from Tre-Local Marketing District	2,064,321.42	94,441.99	-	2,158,763.41
Due from Tre-Rural Trans Auth	5,579,193.60	328,132.54	(51.86)	5,907,274.28
Due from Tre-Public Trustee Agency	167.63	-	(69.57)	98.06
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	-	400.00	(400.00)	-
Due from Tre-Treas Fees	6.00	331,683.96	(331,689.96)	-
Due from Tre-Health Claims	67,066.03	171,817.16	(135,869.81)	103,013.38
Due from Tre-Landfill Closure	1,416,560.23	13,032.21	-	1,429,592.44
Due from Tre-Landfill Cons Resv	1,976,870.71	33,749.83	-	2,010,620.54
Due from Tre-Payroll Clearing	7,256.96	1,488,811.46	(1,476,481.74)	19,586.68
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	-	-	-	-
Due From Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,132,192.38	4,702,251.37	(5,004,776.70)	829,667.05
Due from Tre-Finance Revenue Clearing	45,753.84	3,713,341.15	(3,713,341.15)	45,753.84
Due from Tre-Water Resource	51,294.99	232.75	-	51,527.74
Due from Tre-Workforce Impact Fees	410,884.11	1,864.36	-	412,748.47
Due from Tre-Living Community	96,356.70	294,756.71	(103,920.75)	287,192.66
<b>COUNTY FUNDS TOTAL</b>	<b>39,623,806.75</b>	<b>17,807,288.17</b>	<b>(15,767,886.51)</b>	<b>41,663,208.41</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	41,583.83	98,499.38	(43,693.83)	96,389.38
Due from Tre-Crested Butte Street/Alley	135,264.92	378,953.08	(147,824.44)	366,393.56
Due from Tre-Gunnison City General	35,037.13	130,174.39	(37,581.05)	127,630.47
Due from Tre-Marble General	3,453.94	8,473.10	(3,619.77)	8,307.27
Due from Tre-Mt Crested Butte General	159,275.43	568,077.95	(234,584.71)	492,768.67
Due from Tre-Pitkin General	3,668.42	9,486.96	(3,855.15)	9,300.23
<b>CITIES AND TOWNS TOTAL</b>	<b>378,283.67</b>	<b>1,193,664.86</b>	<b>(471,158.95)</b>	<b>1,100,789.58</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	617,958.19	4,878,902.03	(759,364.56)	4,737,495.66
Due from Tre-Gunn RE1J Bond	247,151.43	2,463,674.85	(314,280.45)	2,396,545.83
Due from Tre-Delta 50J General	21,482.53	403,856.22	(22,475.66)	402,863.09
Due from Tre-Delta 50J Bond	2,001.68	58,342.00	(2,001.68)	58,342.00
Due from Tre-Montrose RE1J General	8,019.67	57,402.36	(8,160.98)	57,261.05
Due from Tre-Montrose RE1J Bond	613.22	4,978.09	(613.22)	4,978.09
Due from Tre-Reij 2014 Mill Override	65,424.05	655,831.02	(84,842.94)	636,412.13

<b>SCHOOLS TOTAL</b>	962,650.77	8,522,986.57	(1,191,739.49)	8,293,897.85
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	756.03	47,372.04	(2,158.09)	45,969.98
Due From Tre-Gunn Rising #3	3.07	2.59	(3.07)	2.59
Due From Tre-Gunn Rising #4	2.39	2.01	(2.39)	2.01
Due from Tre-CO River Water CD	49,876.13	151,366.51	(58,083.31)	143,159.33
Due from Tre-Reserve MD2	20,916.19	56,574.78	(22,491.67)	54,999.30
Due from Tre-Mt Crested Butte DDA	81,027.18	476,178.38	(95,312.44)	461,893.12
Due from Tre-Bostwick Park Water CD	923.60	879.48	(1,140.10)	662.98
Due from Tre-Crawford Water CD	-	24.19	(0.73)	23.46
Due from Tre-Crested Butte South MD	33,257.81	85,776.75	(35,772.37)	83,262.19
Due from Tre-Mt CB Water/San	107,096.79	371,198.48	(156,510.79)	321,784.48
Due from Tre-East River Regional SD	13,364.75	32,745.43	(15,422.85)	30,687.33
Due from Tre-Cemetery	19,239.91	67,339.99	(21,231.98)	65,347.92
Due from Tre-Gunn Co Metro Rec Dist	94,482.29	281,128.78	(110,245.86)	265,365.21
Due from Tre-N Fork Water CD	1,087.24	6,891.44	(1,290.40)	6,688.28
Due from Tre-Skyland MD	96,323.36	258,131.30	(118,087.04)	236,367.62
Due from Tre-Upper Gunn Water CD	177,969.30	538,598.82	(207,997.69)	508,570.43
Due from Tre-Crested Butte Fire PD	566,896.59	1,639,012.67	(681,032.90)	1,524,876.36
Due from Tre-Gunn Co Fire PD	96,285.42	293,043.51	(105,958.51)	283,370.42
Due from Tre-Carbondale & Rural Fire PD	26,378.33	51,697.26	(27,896.89)	50,178.70
Due from Tre-Ragged Mt Fire PD	5,483.93	38,081.57	(6,609.15)	36,956.35
Due from Tre-Arrowhead Fire PD	10,350.60	17,370.52	(10,862.31)	16,858.81
Due From Tre-Library General Fund	202,583.06	615,581.97	(235,975.64)	582,189.39
Due From Tre-Reserve MD#2 BOND 2016A	59,977.05	152,145.74	(64,474.11)	147,648.68
Due From Tre-North Fork Ambulance Health Service D	13,714.91	92,519.43	(16,451.12)	89,783.22
Due From Tre-Reserve MD #2 BOND 2016B	8,163.89	20,768.29	(8,778.84)	20,153.34
Due From Tre-Reserve MD #2 BOND 2016C	7,252.07	18,448.73	(7,798.33)	17,902.47
Due From Tre-Crested Butte Fire PD Bond	158,396.48	458,369.54	(190,302.36)	426,463.66
Due From Tre-Gunn Co Metro Rec North	126,929.99	359,695.13	(139,791.29)	346,833.83
<b>IMPROVEMENT DISTRICTS TOTAL</b>	1,978,738.36	6,130,945.33	(2,341,682.23)	5,768,001.46
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	468,195.00	618,722.26	(591,210.07)	495,707.19
Due from Tre-Clerk Sales Tax	-	51,271.32	(51,271.32)	-
Due from Tre-SOT	-	287,845.95	(287,845.95)	-
Due from Tre-State Auto	-	260,706.57	(260,706.57)	-
Due from Tre-Clerk ST Domestic Abuse	-	320.00	(320.00)	-
Due from Tre-Clerk State Registrar	-	48.00	(48.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	660.00	(660.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	261,407.17	(261,407.17)	-
Due from Tre-Treas Deed	3,750.41	-	(209.86)	3,540.55
Due from Tre-Unused Remittances	118.64	107,072.92	(101,830.00)	5,361.56
Due from Tre-Elected Official Fees Clrg	12,856.42	49,576.05	(46,171.19)	16,261.28
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	484,920.47	1,637,630.24	(1,601,680.13)	520,870.58
<b>GRAND TOTALS</b>	<b>43,428,400.02</b>	<b>35,292,515.17</b>	<b>(21,374,147.31)</b>	<b>57,346,767.88</b>

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of April 2025

Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

Laura Puckett Daniels  
Chairman of the Board of County Commissioners

Date Accepted: \_\_\_\_\_

Gunnison County Treasurer  
Monthly Investment Report  
April 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	543,141.75			Cash	
BMO	1101	5,761,024.16	0.00%		Chkg	
BMO CC	1103	3,894,897.35	0.00%		Chkg	
BMO MM	1104	5,452,048.98	3.13%		MM	
BMO Sheriff Account	1109	0.00	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,280,688.21	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	1,337,630.62	0.00%		Chkg	
Colotruf Plus	1118	5,093,141.97	4.37%		Pool	
C-Safe	1121	3,633,992.74	4.46%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	89,444.98	1.98%			
<b>TOTAL CASH AND CHECKING</b>		<b>27,240,172.44</b>		<b>47.50%</b>		
<b>INVESTMENTS</b>						
FHLB AXXH6	1154	550,273.90	5.00%		AG	12/6/28
FHLMC GYTW2	1168	500,517.00	5.30%		AG	6/14/27
FHLB AVQF2	1172	called				
FHLB AVLJ4	1174	called				
FHLB AVK50	1175	called				
United Fidelity Bank GA56	1189	249,607.47	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	249,382.31	4.85%		CD	3/29/27
Ally Bank GM42	1191	247,259.39	5.05%		CD	3/23/26
FHLB ATB55	1204	501,370.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	701,228.95	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,547.48	3.40%		CD	7/29/25
Discover Bank 3N361	1209	243,529.51	3.45%		CD	7/29/26
US Treasury CCF68	1210	483,515.00	0.75%		T	5/31/26
FHLMC GXXR0	1211	499,115.50	3.32%		AG	6/30/25
FHLMC GXYD0	1212	498,692.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	242,759.47	3.45%		CD	6/29/27
American Express AD582	1214	242,518.39	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,687.88	4.10%		AG	7/14/25
FHLMC GXIT4	1216	499,594.50	4.00%		AG	7/14/25
FHLB ARUR0	1217	495,194.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	485,780.00	0.50%		T	2/28/26
FHLB ARC386	1220	583,497.60	2.30%		AG	3/29/27
FHLB AR7M7	1221	495,223.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	481,660.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	492,208.00	1.00%		AG	12/30/25
FHLB APLK9	1225	481,714.00	1.28%		AG	10/28/26
FHLB APH40	1226	480,349.50	1.06%		AG	10/21/26
FHLB ANG95	1227	483,335.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	234,860.67	0.85%		cd	9/30/26
FHLB ANJK7	1229	961,868.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	343,105.00	0.75%		AG	11/28/25
FFCB EMZW5	1233	499,098.50	0.73%		AG	5/19/25
FHLB AMJN3	1234	484,674.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	484,711.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	485,071.00	1.05%		AG	5/12/26
FHLB ALW26	1237	matured				
FHLB ALW67	1238	486,136.00	1.10%		AG	4/22/26
FHLB ALV68	1240	486,697.50	1.03%		AG	3/30/26
FHLB ALM43	1241	492,773.00	0.75%		AG	9/30/25
FHLB ALMM3	1242	486,564.50	1.00%		AG	3/30/26
FHLB AKWS1	1243	486,025.50	0.53%		AG	2/17/26
FHLB ALA53	1244	485,990.00	0.60%		AG	2/25/26
FFCB EMJ10	1245	479,483.62	0.60%		AG	12/9/25
FAMC 2B3F5	1246	294,038.10	0.60%		AG	11/20/25
FHLMC GXAP9	1248	490,398.00	0.60%		AG	11/12/25
JP Morgan UNC9	1250	237,919.50	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	243,035.83	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	243,919.30	1.00%		CD	6/19/25
Toyota Financial Savings MJS1	1264	243,620.65	0.80%		CD	6/30/25
Park State Bank VAB7	1265	244,509.02	0.90%		CD	5/22/25
Capital One Bank RPN5	1271	matured				
Western States Bank	1309	532,447.35	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	237,076.28	3.88%		CD	3/21/25
Redstone Bank	1449	253,384.87	4.45%		CD	5/16/25
Morgan Stanley DGT9	1489	252,122.70	5.05%		CD	11/8/28
FFCB EP6X8	1494	matured				
FFCB ERCW9	1495	called				
FHLB 1AC1	1496	607,126.80	5.30%		AG	5/1/29
FFCB ERF10	1497	500,364.00	5.52%		AG	5/29/29
FNMA GAUJ8	1499	283,073.11	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	495,974.00	4.00%		AG	9/13/29
FFCB ERV12	1501	999,126.00	4.62%		AG	10/1/29
FHLB B33X9	1502	499,524.00	4.50%		AG	10/9/29
FHLB B3BB8	1503	375,058.62	5.00%		AG	10/22/29
FHLMC HAQR7	1504	500,066.50	4.65%		AG	10/9/29
FHLB B3F99	1505	500,037.50	5.05%		AG	10/30/29
FNMA GAY39	1506	500,524.00	5.00%		AG	10/30/29
First National Bank Oxford	1507	244,658.71	4.40%		CD	12/11/29
Truist Bank	1508	244,010.20	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,097.00	5.05%		AG	12/20/29
FNMA GAA90	1510	250,084.00	5.00%		AG	2/13/30
FHLB B5PR3	1511	500,169.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	493,964.50	4.13%		AG	4/29/30
FHLB B5ZD3	1513	498,213.00	4.23%		AG	1/24/28
FHLB B5ZF8	1514	500,092.50	4.75%		AG	4/24/30
<b>TOTAL INVESTMENTS</b>		<b>30,104,245.68</b>		<b>52.50%</b>		
Cash per Treasurer's Ledger		57,344,418.12		100.00%		
Plus Pending Disbursements		2,349.76				
<b>Total Due to All Funds</b>		<b>57,346,767.88</b>				

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Boundary Line Adjustment; LUC-25-00005; Lot 32, Do

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicant, Stephanie Porter and William Gattis, represented by Michael O'Loughlin and Abigail Grimmatt of Schumacher & O'Loughlin, LLC, request an approval of a Boundary Line Adjustment (B.L.A) between their .36 acre lot at 306 Round Tree (Parcel # 3787-100-01-022) and common

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

**Submitter's Email Address:** rblondy@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/13/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/20/2025

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Rachael Blondy, Planner II  
(970) 641-7932  
rblondy@gunnisoncounty.org  
www.GunnisonCounty.org

**To: Board of County Commissioners**  
**RE: LUC-25-00005 | Boundary Line Adjustment | Lot 32, Dos Rios**  
**Memo Date: May 13, 2025**  
**Meeting Date: May 20, 2025**

The Applicant, Stephanie Porter and William Gattis, represented by Michael O’Loughlin and Abigail Grimmatt of Schumacher & O’Loughlin, LLC, request an approval of a Boundary Line Adjustment (BLA) between their .36 acre lot at 306 Round Tree ([Parcel # 3787-100-01-022](#)) and common area of the Dos Rios HOA. The proposed boundary line adjustment would not alter the size of either parcel but would shift the property lines east by approximately 17.30 feet to bring the existing residence into compliance with minimum setback requirements. The residence, constructed in 1962, currently encroaches into the common space. This adjustment would resolve that encroachment.

No new structures or units are proposed. The current single-family use will be maintained. The Dos Rios HOA 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 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* – No changes will be made to community character.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – The BLA will not change lot acreage.
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The parcels are served by Dos Rios sewer and water.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

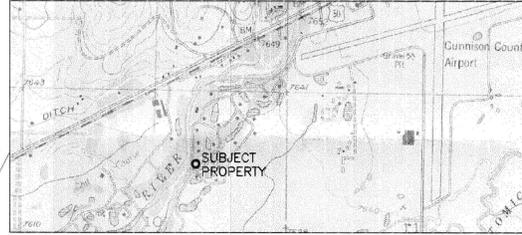
1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from both landowners can be found on the plat.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

**Exhibits**

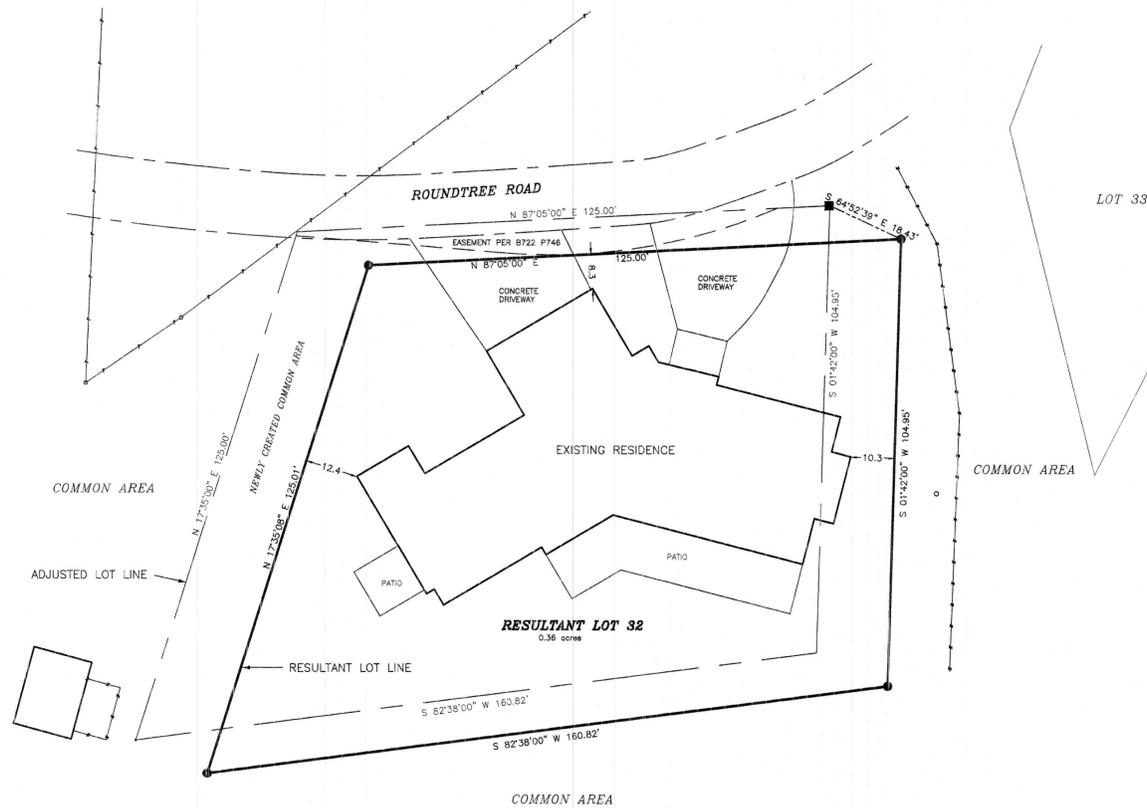
You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click “Projects”, search by application number LUC-25-00005, Click on “Attachments”.

A. Plat

GATTIS/PORTER LOT LINE ADJUSTMENT  
LOT 32, DOS RIOS HOMESITES, UNIT NO. 1  
GUNNISON COUNTY, COLORADO



VICINITY MAP



LEGEND

- Found rebar with no cap
- Set rebar with plastic cap stamped "LS 34979"
- Utility pedestal
- Overhead utility lines
- Fence

NOTES:

1. Property located by field measurements to found GLO brass cap at the northeast corner of Section 10, using the bearings and distances on record plat relative to said monument.
2. Basis of bearings is astronomic north as determined by solar observations.

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Timothy E. Pearson  
Colorado L.S. No. 34979

ATTORNEY'S OPINION

I, Michael O'Loughlin, an 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 subject to this boundary adjustment plat. Title to LOT 32, DOS RIOS SUBDIVISION, GUNNISON HOME SITES UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1961 UNDER RECEPTION NO. 249844 is vested in WILLIAM GATTIS and STEPHANIE PORTER, and title to the adjacent common area is vested in the DOS RIOS HOMEOWNERS ASSOCIATION, and such property, as shown on this plat, is free and clear of all liens, defects, encumbrances, restrictions and reservations, as of February 7, 2025, except as follows:

1. ANY AND ALL UNPAID TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS.
2. DEED OF TRUST DATED DECEMBER 20, 2024 FROM WILLIAM GATTIS AND STEPHANIE PORTER TO THE PUBLIC TRUSTEE OF GUNNISON COUNTY FOR THE USE OF ALPINE BANK TO SECURE THE SUM OF \$659,000.00 RECORDED DECEMBER 30, 2024, UNDER RECEPTION NO. 700159.
3. DEED OF TRUST DATED NOVEMBER 17, 2020 FROM WILLIAM GATTIS AND STEPHANIE PORTER TO THE PUBLIC TRUSTEE OF GUNNISON COUNTY FOR THE USE OF JPMORGAN CHASE BANK, N.A. TO SECURE THE SUM OF \$215,900.00 RECORDED MAY 14, 2021, UNDER RECEPTION NO. 675906.
4. SUBORDINATION AGREEMENT RECORDED MAY 14, 2021 UNDER RECEPTION NO. 675907.
5. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 02, 1895 IN BOOK 101 AT PAGE 126 AND IN PATENT RECORDED APRIL 2, 1895 IN BOOK 115 AT PAGE 149.
6. EASEMENT GRANTED TO THE COLORADO TELEPHONE CO. FOR UTILITIES AND INCIDENTAL PURPOSES BY INSTRUMENT RECORDED NOVEMBER 07, 1910, IN BOOK 190 AT PAGE 284.
7. TERMS, CONDITIONS AND PROVISIONS OF TREE CUTTING AGREEMENT RECORDED JANUARY 22, 1949 IN BOOK 278 AT PAGE 334.
8. TERMS, CONDITIONS AND PROVISIONS OF EASEMENTS RESERVED IN WARRANTY DEED RECORDED SEPTEMBER 27, 1962 IN BOOK 359 AT PAGE 371.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DOS RIOS SUBDIVISION RECORDED OCTOBER 19, 1961 UNDER RECEPTION NO. 249844.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND/OR NOTES IN RESOLUTION NO. 27, SERIES 1978 VACATING ROAD RECORDED OCTOBER 3, 1978 IN BOOK 521 AT PAGE 591.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND/OR NOTES ON MAP OF ROAD EASEMENTS RECORDED APRIL 28, 1993 UNDER RECEPTION NO. 442092.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Michael O'Loughlin, Attorney-At-Law  
Supreme Court Registration No. 38134  
Schumacher & O'Loughlin, LLC  
232 W. Tomichi Ave, Suite 204, Gunnison, CO 81230  
P: (970) 641-4900  
Email: mike@gunnisonlaw.net

CONSENT TO LOT LINE ADJUSTMENT AND CONVEYANCE

COMES NOW DOS RIOS HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation, as owner of the common ground of Dos Rios Homesites Unit No.1 as set forth in the Plat of Dos Rios Subdivision, Gunnison Homesites, Unit No. 1, recorded October 19, 1961 at Reception No. 249844, County of Gunnison, State of Colorado, and hereby consents to the adjustment of the lot lines of the parcels or real property described in this plat, and hereby quitclaims unto William Gattis and Stephanie Porter, as joint tenants, all right, title, and interest in and to the adjusted Lot 32, Dos Rios Unit No.1, County of Gunnison, State of Colorado, as shown on this plat.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Dos Rios Homeowners Association

By: \_\_\_\_\_  
Priscilla Swanson, President

The foregoing instrument was acknowledged before me in Gunnison, County, State of Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Priscilla Swanson, as President of Dos Rios Homeowners Association. My commission expires \_\_\_\_\_.

Witness my hand and official seal.

Notary Public \_\_\_\_\_

CONSENT TO LOT LINE ADJUSTMENT

COME NOW William Gattis and Stephanie Porter, as owners of Lot 32, Dos Rios Unit No.1, County of Gunnison, State of Colorado, and hereby consent to the adjustment of the lot lines of the parcels or real property described in this plat.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
William Gattis  
By: \_\_\_\_\_  
Stephanie Porter

The foregoing instrument was acknowledged before me in Gunnison, County, State of Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by William Gattis and Stephanie Porter.

My commission expires \_\_\_\_\_.

Witness my hand and official seal.

Notary Public \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of GATTIS/PORTER LOT LINE ADJUSTMENT is approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

Chairman \_\_\_\_\_

County Clerk \_\_\_\_\_

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. 20\_\_\_\_, Reception

Number \_\_\_\_\_, Time \_\_\_\_\_, Date \_\_\_\_\_

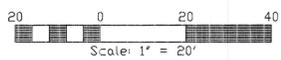
County Clerk \_\_\_\_\_

GATTIS/PORTER LOT LINE ADJUSTMENT  
LOT 32, DOS RIOS HOMESITES, UNIT NO. 1  
GUNNISON COUNTY, COLORADO

PEARSON SURVEYING  
P.O. BOX 652  
GUNNISON, CO 81230  
970-641-2910  
PROJECT # 13-1-1

DATE : 7/8/13  
LATEST REVISION DATE : 2/12/25

SHEET 1 OF 1



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** First Amendment to Declaration of Protective Coven

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicant, The Back Nine Townhomes Association, represented by Kendall Burgemeister, Esq. of Law of the Rockies, is requesting approval of the First Amendment to the Declaration of Protective Covenants.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

**Submitter's Email Address:** rblondy@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient, but the BOCC may wish to inquire of staff and the applicant regarding whether the proposed LUC complies with Sec. 5-103(A)(2) of the LUR given the surrounding plated multi-family units. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 5/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 5/20/2025

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COMMUNITY & ECONOMIC  
DEVELOPMENT

Rachael Blondy, Planner II

(970) 641-7932

rblondy@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-25-00012 | Covenant Amendment | The Back Nine Townhomes**

**Memo Date: May 13, 2024**

**Meeting Date: May 20, 2025**

The Applicant, The Back Nine Townhomes Association, represented by Kendall Burgemeister, Esq. of Law of the Rockies, is requesting approval of the First Amendment to the Declaration of Protective Covenants (Exhibit C). Two amendments are being proposed:

1. Amendment to Paragraph 13.1 – This amendment would reduce the number of permitted units on Parcel G from two to one, allowing for the construction of a single-family residence instead of two dwelling units (for a total 21 of 22 of the total units allowed in the original LUC approval).
2. Amendment to Paragraph 15.1. – This amendment would extend the current development deadline for Parcel G from March 6, 2027, to March 6, 2029.

The original townhome plat and declaration establishing the Back Nine Condominiums (Exhibit A), approved on March 6, 2007, granted the developer a 20-year period to complete construction. The Back Nine Townhomes declaration (Exhibit B), approved May 18, 2021, grants the Declarant, West Elk Properties, LLC, the right to build up to two units on Parcel G by March 6, 2027, allowing for either a single-family home or a duplex. In exchange for the HOA extending the development deadline by two years, the Declarant has agreed to reduce the scope of development to a single-family dwelling unit.

In accordance with Paragraph 17.4 of the Declaration, any amendments must be approved by an affirmative vote of two-thirds of the unit owners and receive the consent of Gunnison County. The required two-thirds majority approval from unit owners has been secured.

Staff has reviewed the application and found it can comply with Section 5-103 of the Gunnison County Land Use Resolution. For context, of the six homes currently on Wild Goose Lane, two are single-family residences, three are duplexes, and one is a triplex. At the end of Wild Goose Lane are the Tomichi Condominiums, which contain approximately 13 units. It's also worth noting that neighboring Tomichi Creek Loop and Fairway Lane are primarily composed of single-family homes.

While a development deadline might encourage timely construction, staff finds it unnecessary, as it would trigger a repeat of the land use change process if unmet by 2029. The lot is already entitled by right under Sections 4-102:B.10 and 4-102:B.11 to support two units (a primary residence and a secondary residence) and is served by water and sewer, making it a strong candidate for infill development.

If the Board does not approve the covenant amendment, the amendment fails and the developer does not receive a deadline extension. Per the applicant's legal representative (Exhibit D), possible outcomes include:

1. The developer may choose to expedite construction to meet the existing deadline. As current planning has been focused on a single-family home, it is likely that a single-family dwelling would be built under this scenario.
2. The developer may seek approval from the homeowners' association for a deadline extension without modifying the density.
3. The developer may be unable to meet the deadline, and the development right could expire without any units being built.

The County Attorney's Office reviewed the application on April 21, 2025 for legal sufficiency.

Thank you,  
Rachael Blondy

**Exhibits**

*You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00012. Click on "Attachments".*

- A. 2007 Declaration of The Back Nine Condominiums
- B. 2021 Declaration of The Back Nine Townhomes
- C. 2025 Proposed First Amendment to Declaration of The Back Nine Townhomes
- D. Attorney Letter
- E. Declarant Letter
- F. 2021 Plat



## DECLARATION ESTABLISHING

### THE BACK NINE CONDOMINIUMS

West Elk Properties, LLC, a Colorado limited liability company, ("Declarant"), hereby makes the following grants, submissions and declarations:

#### Article 1

#### PURPOSE AND PLAN

**1.1 Purpose.** The purpose of this Declaration is to create a Condominium Common Interest Community pursuant to the Colorado Common Interest Ownership Act, Colorado Revised Statutes, 38-33.3-101, et seq., 1973, as amended.

**1.2 Plan.** The Declarant is the owner of the land described on attached **Exhibit A** (Land) which is shown and described on the Map, filed pursuant to Section 2.18 hereinafter. The existing structure (Building) located on the Land is a residential building with related improvements. The location of the Building on the Land and the dimensions thereof are shown on the Map. The Building contains 3 Units.

Declarant hereby declares that all of the land described in Exhibit A shall be held or sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the land and be binding on all parties having any right, title or interest in the land or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof. Additionally, Declarant hereby submits the land to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.30-101, et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

The Map identifies the Units as Units C-1, C-2 and C-3. Each Unit shall have appurtenant thereto the undivided interest in the common elements and common expenses of the Association and a portion of the votes in the Condominium Owner's Association as described on attached **Exhibit B**.



## Article 2

### DEFINITIONS

**2.1 Act.** Act means the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., as amended.

**2.2 Association.** Association means the Colorado nonprofit corporation formed for management of the Condominium and more specifically described in Article 5 hereof.

**2.3 Association Documents.** Association Documents means this Declaration, the Articles of Incorporation, the Bylaws, the Map and any procedures, rules, regulations or policies adopted under such documents by the Association.

**2.4 Building.** The Building means the structure on the Land as shown on the Map.

**2.5 Buildings A, B, D, E, F and G.** Buildings A, B, D, E, F and G mean the future Buildings to be constructed on the Land.

**2.6 Building C.** Building C means the existing Building constructed on the Land.

**2.7 Common Expenses.** Common Expenses are defined in Section 6.1 hereof.

**2.8 Condominium.** Condominium shall mean the entity created by this Declaration and the Map and shall include all Units, Common Elements, the Building and the Land as defined herein and in the Map of The Back Nine Condominiums.

**2.9 Condominium Unit or Unit.** Condominium Unit or Unit means an individual air space Unit contained within the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors of an air space Unit as reflected on and described in the Condominium Map, together with all fixtures and improvements therein contained except for common utility facilities, the interior decorated or finished surfaces of such Unit's interior wall, floors, ceiling, windows and doors, and the interior non-supporting or non-load



bearing walls within the Unit. The interior surfaces of a window or door means the points at which such surfaces are located when such windows or doors are closed. The term does not include the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a Unit, any utility facilities running through the Unit that serve more than one Unit, any structural component of the building, or any other Common Element or part thereof located within the Unit. The term Unit includes the undivided interest in the General Common Elements and the Limited Common Elements appurtenant thereto.

**2.10 Declarant.** Declarant means West Elk Properties, LLC, a Colorado limited liability company, its representatives, successors and assigns.

**2.11 Declaration.** Declaration means this document with all Exhibits attached hereto which by this reference are incorporated herein, and all supplements hereto, and the Map, which documents will be recorded pursuant to the Colorado Common Interest Ownership Act, Colorado Revised Statutes, 38-33.3-101, et seq., as amended.

**2.12 Executive Board.** Executive Board shall mean the governing board of the Association elected by the Owners to operate, maintain and manage the Condominium.

**2.13 First Mortgage or Deed of Trust.** A security interest on a Unit which has priority over all other security interests on the Unit.

**2.14 General Common Elements or Common Elements.** General Common Elements or Common Elements means all of the Project except the Units.

**2.15 Land.** Land means the real property described on attached Exhibit A.

**2.16 Limited Common Elements.** Limited Common Elements means common elements reserved for the use of less than all of the Units. All such areas are shown on the Map as Limited Common Elements and allocated thereby to the appropriate Unit or Units.

**2.17 Managing Agent.** Managing Agent shall mean a person or entity employed by the Association to perform the obligations of the Association relative to operation, maintenance and management of the Condominium.

**2.18 Map.** Map means the survey and drawings prepared by Timothy E. Pearson, Colorado L.S. No. 34979, entitled Map of The Back Nine Condominiums and filed for record with the Clerk and Recorder of the County of Gunnison, Colorado, on MARCH 6, 2007, Reception No. 573385, which reflects the legal description and location of the Land and all Units.

**2.19 Owner.** Owner means any person, persons, partnership, corporation, limited liability company or other entity or any combination thereof owning all or part of the fee simple title to a Unit. In the event a Unit is owned by more than one person or entity, (a) such Owner shall designate in writing one person or entity and their address to represent such Owner and receive notices and (b) liability for all obligations created by this Declaration shall be joint and several. Upon the failure of an Owner to so designate one person or entity, the Association shall be deemed to be the agent for receipt of notices to such Owners.

**2.20 Owner's Agent.** Owner's Agent means members of the Unit Owner's family, or the Unit Owner's agent, employee, invitee, licensee or tenant, or the agent, employee, invitee, licensee or tenant of the Unit Owner's tenant.

**2.21 Project.** Project means the Land and the Building and all improvements and structures thereon, together with all rights, easements, and appurtenances belonging thereto, submitted to condominium ownership by this Condominium Declaration and which may be subsequently submitted to condominium ownership under the terms of this Condominium Declaration or any supplemental declaration as is hereinafter provided.

**2.22 Votes and Percentage of Owners.** Whenever in this Declaration a vote of Owners is required or permitted, each Owner shall be entitled to the voting percentage set forth on attached Exhibit B. Whenever in this Declaration reference is made to a percentage of Owners such percentage shall mean the aggregate voting percentage of the Owners voting or represented.



**Article 3**

**GRANT AND SUBMISSION**

**3.1 Grant and Submission.** Declarant hereby grants and submits to condominium ownership all of the Land, the Building thereon, and the improvements related or incidental thereto as located upon the Land.

**3.2 Conveyance of Fixtures.** Declarant hereby grants and submits to condominium ownership all of the equipment, supplies, materials, and other property which are affixed to the Land or the improvements appurtenant thereto.

**3.3 Allocated Interests.** The undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit are set forth in Exhibit B. The interests allocated to each Unit have been calculated as follows:

(a) the undivided interest in Common Elements, based on the number of Units;

(b) the percentage of liability for Common Expenses, based on the number of Units; and

(c) the number of votes in the Association, based on the number of Units.

**Article 4**

**OCCUPATION AND USE**

**4.1 Division of Condominium into Units.** The Condominium is divided into three (3) fee simple estates known as Condominium Units which are shown on the Map. Declarant reserves the right to construct and include in the Project nine (9) additional Units.

**4.2 Easements for Encroachments of Common Elements and Apartment Units.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction of the



Building, or if any such encroachments shall occur hereafter as a result of settling or shifting of the Building, or for any other reason, valid easements shall exist for such encroachments and for the maintenance of the same so long as the Building shall exist. In the event the Building or any part thereof shall be rebuilt, and if encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements exist due to such rebuilding, valid easements shall exist for such encroachments and the maintenance thereof so long as the Building shall exist.

**4.3 Conveyance of Condominium Units.** Each Unit and the undivided ownership interest in the Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit.

**4.4 Description of Condominium Units.** Every deed, lease, mortgage, trust deed or other instrument shall legally describe a Unit by its designation followed by the words "The Back Nine Condominiums" with further reference to this Declaration and the Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect a Unit, and such Unit's percentage of interest in the Common Elements.

**4.5 Exclusive Possession and Use Restriction.** Each Owner shall be entitled to exclusive ownership and possession of such Owner's Unit (including any fixtures appurtenant thereto) and exclusive possession and use of the Limited Common Elements allocated to his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Owners. Subject to the provisions of Article 11, below, each Unit shall be used or occupied exclusively for residential purposes, including home occupations conducted exclusively by the inhabitant(s) of the Unit, if approved by the Association as compatible with the quiet, residential nature of the Project.

**4.6 Right of Access and Emergency Repairs.** The Association shall have the right of access to each Unit and its appurtenant Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs to prevent damage to the Common Elements or to the Unit or to another Unit.

**4.7 No Partition.** No Owner shall bring an action for partition of his Unit or of the Common Elements, or of the Land.

**4.8 Right to Mortgage.** Each Owner shall have the right from time to time to encumber his interest in his Unit by deed of trust, mortgage or other security instrument.

**4.9 Combination of Units.** In the event that one Owner shall own two contiguous Units in the same Building, such Owner shall have the right to combine such Units into one area and to create entries, door openings and stairways between such Units, so long as such changes do not affect load-bearing walls or pipes, conduits, ducts, shafts and wiring for the utility services of the Building. No such combination shall affect or alter the Owner's undivided interest in the Common Elements, percentage of liability for Common Expenses or votes in the Association.

**4.10 Leasing.** Subject to the remaining provisions of this Section 4.10, an Owner shall have the right to lease his Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however that (a) all leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of the Association's rules are provided to the lessee with the lease; (b) a Unit may be leased only for the uses provided herein; and (c) any failure of a lessee to comply with the terms of this Declaration or any other Association Documents shall be a default under the lease enforceable by the Association as a third party beneficiary, whether or not the lease contains such a provision. All leases shall be filed with the Association.

**4.11 Neglect by Owner or Owner's Agents.** If, due to the act or neglect of an Owner or Owner's Agents, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner and/or Owner's Agent shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.



## Article 5

### THE BACK NINE CONDOMINIUMS ASSOCIATION

**5.1 Owners Association.** The administration of the Condominium shall be governed by this Declaration and the Articles of Incorporation and the Bylaws of The Back Nine Condominiums Association (Association), a Colorado nonprofit corporation. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or convenient to manage the business and affairs of the Condominium. An Owner of a Condominium Unit shall automatically become a member of the Association and shall remain a member for the period of his ownership. Except for members of the Executive Board appointed by Declarant during the period of Declarant control, all Executive Board members shall be elected by Owners of Units. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

**5.2 Declarant Control.** Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association during the term of Declarant Control. "Declarant Control" begins with the appointment of the initial executive board and continues until the earlier of (a) five (5) years from the date of recording the Declaration, (b) sixty (60) days after Declarant conveys seventy-five percent (75%) of the Units that may be created to Owners other than Declarant; (c) two (2) years after the last conveyance of a Unit by Declarant in the ordinary course of business; or (d) two (2) years after the right to add new Units was last exercised (if such right is reserved by Declarant in this Declaration). Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the executive board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. Under the Act, Declarant Control is further extinguished, to the extent stated, sixty (60) days after the following events: (a) Declarant conveys twenty-five percent (25%) of the Units that may be created to Owners other than Declarant, to the extent of twenty-five (25%) of the members of the executive board (minimum of one), and (b) Declarant conveys fifty percent (50%) of the Units that may be created to



owners other than a Declarant, to the extent of thirty-three and one third percent (33 1/3%) of the members of the Executive Board.

**5.3 Association Management.** The Association shall conduct the general management, operation and maintenance of the Condominium and the Units and the enforcement of the provisions of this Declaration and of the Articles and Bylaws of the Association and rules and regulations adopted thereunder. The Association may assign its future income, including its rights to receive Common Expense assessments, only by the written approval of the Owners of Two-Thirds (2/3) of the Units.

**5.4 Association Budget.** The budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act. Common Expense assessments shall be due and payable annually or in periodic installments, or in any other manner. Common Expense assessments may begin on the first day of the month in which conveyance of the first Unit to an Owner other than the Declarant occurs. The omission or failure of the Executive Board to levy the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

**5.5 Agent of Owner(s).** If any Unit is owned by more than one person or by a partnership, joint venture, corporation, limited liability company or other entity, the Owner(s) shall designate to the Association in writing the name and address of the agent to whom all legal or official assessments, liens, levies or other notices may be mailed. Upon failure to so designate an agent, the Association shall be deemed to be the agent for receipt of notices to such Owner(s).

**5.6 Notice to Unit Owners.** Notice of matters affecting the Association, the Common Elements or other aspects of the project shall be given to Unit Owners by the Association or other Unit Owners in writing addressed to each Unit Owner at the address provided to the Association by each Unit Owner. If a Unit Owner has failed to provide an address, the Association shall use the address set forth in the deed or other instrument of conveyance recorded in the Gunnison County records by which the Unit Owner acquired title.

**5.7 Books and Records.** The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a

reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

**5.8 Manager.** The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except as directed by the Executive Board.

**5.9 Rights of Action.** The Association on behalf of itself and any aggrieved Unit Owner shall be granted a right of action against any and all Unit Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Unit Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Unit Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be awarded reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees, in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

**5.10 Implied Rights and Obligations.** The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and by the Colorado Nonprofit Corporation Act.

**5.11 Powers of the Executive Board.** Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- (a) Adopt and amend bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments;



- (c) Hire and terminate management agents and other employees, agents and independent contractors;
- (d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;
- (e) Make contracts and incur liabilities, except that any contract providing for the services of Declarant may not exceed three years and must provide for termination by either party without cause and without payment of a termination fee on ninety days or less written notice;
- (f) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if (a) all Owners agree to that action, and (b) all Owners of Units to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;
- (i) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements;
- (k) Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents.
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

- (m) Provide for indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive assessments;
- (o) Insure the finished interior of all Units;
- (p) Exercise any other powers conferred by the Declaration or Association Bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entitles of the same type as the Association; and
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association.

## Article 6

### COMMON EXPENSES

**6.1 Common Expenses.** The costs and expenses (Common Expenses) of managing, operating and maintaining the Condominium by the Association shall be personal obligations to be borne by all Owners. Common Expenses shall be used for the purpose of promoting the health, safety and welfare of the occupants of the project, including the overhead expenses of the Association, costs of maintenance, repair and operation of the Common Elements, taxes and special assessments unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Association, utility charges for common elements including gas, electricity, water, sewer, trash and garbage collection, guard service, burglar alarm service, landscape maintenance and snow removal, janitorial service, legal and accounting fees, management fees, common element charges and the creation of a reasonable contingency or other reserve or surplus funds.

**6.2 Creation of Association Lien and Personal Obligation to pay Common Expense Assessments.** Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual

Common Expense assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by such successor in title.

### **6.3 Assessment.**

(a) Initially, Common Expenses shall be estimated by the Association for the period from the date that the Condominium was created to the end of the then calendar year and each Owner shall be assessed his pro rata share thereof at such date. Thereafter Common Expenses shall be estimated by the Association annually for the ensuing calendar year and each Owner shall be assessed for his pro rata share thereof in advance of the commencement of each such year. The assessments shall be made pro rata according to each Owner's percentage of interest as set forth herein. The Association may establish any reasonable system for periodic collection of assessments, in advance or arrears, as deemed desirable. At the end of each calendar year the Association shall determine actual expenses and either assess each Owner or credit him against the assessment for the next ensuing calendar year, as the case may be, for his share of the difference between estimated and actual expenses. The failure of the Association to fix the assessment for any assessment period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Common Expenses.

(b) In addition to the annual assessments, the Association may levy in any fiscal year one or more special assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this section shall be assessed to Owners according to their allocated interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Units any extraordinary maintenance, repair or restoration work on fewer than all of the Units which shall be borne by the Owners of those affected Units only, and



any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner or Owner's Agents which shall be borne by that Owner. Notice in writing of the amount of such special assessments and the time for payment of the special assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

(c) All monetary fines assessed against an owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a default assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default assessment shall be sent to the Owner subject to such assessment at least ten (10) days prior to the due date.

**6.4 Nonpayment of Assessments and Lien.** All sums assessed but unpaid for the Common Expenses chargeable to any Owner shall constitute a lien on such Owner's Unit, superior to all other liens and encumbrances, except for: (i) liens for real estate taxes and other governmental assessments or charges against the Unit; (ii) liens and encumbrances recorded before the recordation of this Declaration; and (iii) the lien of a first mortgage or deed of trust, provided, however, that the lien for assessments shall be prior to the lien of a first mortgage or deed of trust to the extent of:

(a) An amount equal to the common expense assessments based on a periodic budget adopted by the Association under section 38-33.3-315 (1) which would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;

(b) Attorney fees and costs being incurred in an action to enforce the lien.

**6.5 Effect of Non-Payment of Assessments.** Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate of 18% per year or at such other rate as determined by the Executive Board and the Association may assess a late charge thereon. Further, the Association may bring an action at law or in

equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

**6.6 Working Fund.** The Association or Declarant may require the first Owner of each Unit to make a non-refundable payment to the Association in an amount equal to one-sixth of the annual Common Expense assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Unit, an Owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund.

**6.7 Statement of Assessments.** The Association shall furnish to a Unit Owner or such Unit Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner. If no statement is furnished to the Unit Owner or holder of a security interest or his designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid assessments which were due as of the date of the request.

## Article 7

### MAINTENANCE AND ALTERATIONS

**7.1 Maintenance by Owners.** Each Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof to the extent



current repair shall be necessary in order to avoid damaging other Unit Owners, and the surfaces (excluding the roofing elements) of Limited Common Elements allocated to the Unit. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner of such Unit. An Owner shall do no act or any work that will impair the structural soundness or integrity of the Common Elements or impair any easement. Each Owner shall be responsible for the maintenance of the interior non-supporting walls of his Unit, and the surface materials thereon such as plaster, drywall, paneling, wallpaper, paint, tile and carpeting of the perimeter walls, ceilings and floors within the Unit, including Unit doors, windows and screens. The Association reserves the right to grant the maintenance responsibility to the Unit Owner of certain areas on each Unit and of other Limited Common Elements, and the Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner.

**7.2 Owner's Failure to Maintain or Repair.** In the event that a Unit (including the allocated Limited Common Elements) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board (after a determination by the Executive Board that the condition of such Unit negatively impacts other Owners or the value of other Units within the Project) shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All reimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article 6 of this Declaration.

**7.3 Maintenance by Association.** The Association shall be responsible for the maintenance and repair of the Common Elements, whether located inside or outside of Units (except as set forth in Section 7.1 above and unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent as set forth in Section 7.4 below), which shall be



the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping and walls which Owner is not required to maintain as set forth in Section 7.1, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the Common Elements. In the event the Association does not maintain or repair the Common Elements, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

**7.4 Association Maintenance as Common Expense.** The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Unit Owner according to the allocated interests therefore set forth on Exhibit B. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall also be Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of a Unit Owner or Owner's Agent, then such Unit Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent that Owner or Owner's Agent's negligence caused such damage, which must be timely paid.

**7.5 Easement for Maintenance.** Each Owner and the Association shall have the irrevocable right, to be exercised by the Manager, the Executive Board or officers or employees of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. In the event insurance proceeds under this Declaration are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

**7.6 Limited Common Element Damage.** In the event of damage or destruction of a Limited Common Element from any cause other than the negligence or tortious acts of an Owner or Owner's Agent, the then Owners of the Units to which the Limited Common Element is attributable shall bear



equally the expense to repair or rebuild the Limited Common Element to its previous condition. The Owner shall bear the cost of such damage to the extent of such Owner's or Owner's Agent's negligence.

**7.7 Association Power.** The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Elements. No Owner shall make any addition or other alteration to any portion of the Common Elements, no matter how minor, without the express written consent of the Executive Board.

**7.8 Alterations.** No Owner shall alter, modify, remove or destroy any Common Element without the prior written consent of the Executive Board, except for room partitions and dividers located within a Unit which are not load-bearing and which do not contain any utility service lines or ducts. All alterations made to the Common Elements must be performed under the supervision of an architect or other qualified person approved by the Association, with approval of any governmental authority having jurisdiction thereof, and performed in a good and workmanlike manner. Alteration work shall be completed as rapidly as possible and in such a manner as to not interfere with the use and occupancy of any other Unit and of the Common Elements of the Building. An Owner owning two or more Units adjacent to each other on the same floor of the Building or on adjacent floors of the Building shall have the right to combine such Units by common doorways or stairs and stairways, provided, however, that the plans, specifications and performance of work in combining such Units must be approved in writing by the Association. In like manner, the relocation of any balcony must be approved in writing by the Association. No balcony on any floor of the Building may be enclosed in any fashion other than as originally constructed, without such approval.

**7.9 Building Maintenance.** The Owner of Unit A shall be exclusively responsible for all maintenance of the Building in which Unit A is located. The Owners of Units B-1, B-2 and B-3 shall be exclusively responsible for all maintenance of the Building in which their Units are located. The Owners of Units C-1, C-2 and C-3 shall be exclusively responsible for all maintenance of the Building in which their Units are located. The Owner of the Units D-1 and D-2 shall be exclusively responsible for all maintenance of the Building in which their Units are located. The Owner of Unit E shall be exclusively responsible for all maintenance of the Building in which Unit E is located. The Owner of Unit F shall be exclusively responsible for all maintenance of the



Building in which Unit F is located. The Owner of Unit G shall be exclusively responsible for all maintenance of the Building in which Unit G is located.

## Article 8

### INSURANCE

**8.1 Insurance Coverage.** The Association shall obtain and pay, as a Common Expense, the premium for insurance on the Building and related improvements in an amount equal to the maximum insurable replacement value thereof, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as may from time to time be customarily insured against with respect to buildings similar in construction, location and use as the Building, including by way of example, vandalism and malicious mischief. In addition, the Association may insure the finished interior of all Units. The Association shall determine at least annually the replacement value of the Building and in so doing may employ such experts as it may deem necessary. The Association shall also obtain and pay, as a Common Expense, the premiums for public liability and, if applicable, workmen's compensation insurance and may obtain and pay the premiums for such other types of insurance as it deems necessary or desirable. Each Owner may obtain and pay the premium for insurance coverage of the contents of his Unit in his discretion. Each Owner's share of the Common Insurance Expense shall be computed by the Association's insurance underwriter, according to the risk and value assigned to each Unit by such underwriter, and shall not be computed by the Unit's participation in Common Expenses assigned and set forth in this Declaration. Such Common Insurance Expense shall be a Common Expense under Article 6, notwithstanding the differing method of apportionment thereof between the Owners. In no event shall the insurance coverage be less than that specified in Section 313 of the Act.

**8.2 Certificates of Insurance.** A certificate or memorandum of the insurance coverage maintained by the Association shall be furnished by the Association upon request to any Owner or mortgagee of a Unit.



## Article 9

### DAMAGE AND REPAIR

**9.1 Repair or Reconstruction after Damage.** For the purposes of this Article 9 total damage is defined as such damage as to render, in the judgment of the Association, all Units in the Building untenable. Any damage less than total damage as so defined is partial damage for the purposes of this Article 9. Repair or reconstruction as used in this Article 9 means restoration of improvements to substantially the same condition which they existed prior to the damage, with each Unit and the Common Elements having substantially the same horizontal and vertical boundaries as before.

**9.2 Insurance Proceeds Sufficient to Repair.** In the event that proceeds from insurance coverage are sufficient to cover the cost of repair or reconstruction after damage to a Building or any part thereof, then such repair or reconstruction shall be promptly performed by the Association, as attorney-in-fact for the Owners.

**9.3 Insurance Proceeds Insufficient to Repair.** If insurance proceeds are insufficient to repair the damaged Building, the following provisions shall govern:

**(a) Partial Damage.** A partial damage to a Building shall be repaired as promptly as possible under the direction of the Association, and any cost of such repair in excess of insurance proceeds shall be assessed against all Owners of Units in the damaged Building as a Common Expense.

**(b) Total Damage.** In the event of total damage to a Building a special meeting of the Owners of Units in the damaged Building shall be held for the purpose of determining whether the reconstruction should be done. If a majority of the Owners of Units in the damaged Building vote in favor of reconstruction, then the cost of reconstruction in excess of insurance proceeds shall be assessed against such Owners as a Common Expense in proportion to the size of each Unit. If a majority of the Owners of Units in the damaged Building do not vote in favor of reconstruction, then the Association shall forthwith sell the damaged Building as attorney-in-fact for the Owners. In such case the insurance proceeds, if any, payable as a result of the damage shall be collected by the Association and after payment of costs of collection thereof and of other outstanding obligations and charges owed by the Association as a result of the damage, the Association shall disburse the insurance proceeds



and the proceeds of sale to the Owners of Units in the damaged Building in accordance with each Owner's percentage interest in the Common Elements. Such proceeds as may be necessary to satisfy any lien, mortgage or deed of trust against a Unit may be paid out of such Owner's share of proceeds.

**9.4 Power of Attorney.** This Declaration hereby appoints the Association as the irrevocable attorney-in-fact for all Owners to deal with the Condominium Property upon its damage and repair.

## Article 10

### NO FIRST RIGHT OF REFUSAL

**10.1 No Right of First Refusal.** Owners of Units in The Back Nine Condominiums have no right of first refusal to acquire Units offered for sale.

## Article 11

### RESTRICTIONS ON USE AND OCCUPANCY

**11.1 Use and Occupancy Restrictions.** The following use restrictions apply to all Units and to the Common Elements:

(a) No structures of a temporary character, trailer, tent, shack, or other out building shall be allowed or used on any portion of said Land at any time as a residence, either temporarily or permanently.

(b) Loud parties are prohibited.

(c) No activity is allowed which, by noise, dust, fumes, vibration or other impact, disturbs the neighbors or the occupant(s) of any other Unit or Common Element.

(d) No trailers, snowmobiles, ATVs, motorhomes, pickup campers, backhoes, construction machinery, construction equipment, boats, water craft, inoperable motor vehicles or trucks (except pickups) shall be parked or stored at the Project, except within a fully enclosed garage. An inoperable motor

vehicle is one which has not been operated under its own power for seven days.

**11.2 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Land, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No more than two pets of the same species shall be allowed in any Unit. Such household pets shall be adequately maintained and cared for in order to avoid constituting a nuisance to other Owners.

**11.3 Dogs.** Owners of dogs shall:

- (a) Not allow their dogs to bark or otherwise disturb, threaten, scare, injure or otherwise bother any person or any animal;
- (b) Immediately clean up the dog's waste; and
- (c) At all times control their dogs by leash or voice command.

**11.4 Solid Fuel Burning Devices.** Woodburning stoves, fireplaces and other solid fuel burning devices are prohibited within the Project.

**11.5 Exterior Appearance.**

(a) The exterior of each Unit shall be kept and maintained in a neat, clean and orderly condition and appearance at all times. No personal property shall be stored outside any Unit, except for patio furniture, two bicycles and one barbeque grill.

(b) The selection of color, type of paint, exterior decoration, and any exterior materials shall be subject to the written approval of the Association. Principal colors shall be muted earth tones.

(c) To the extent reasonably practicable, the Owners shall maintain a uniform exterior appearance within the entire Project.

**11.6 Signs.** No Unit Owner shall install or maintain any sign:

(a) Except upon prior written approval of the Association and Gunnison County; and

(b) Which is larger than 1.5 square feet.

**11.7 Outside Parking and Storage.** No Unit Owner shall have or allow more than two motor vehicles to be parked outside at the Project at any time. The following are absolutely prohibited from The Back Nine Condominiums, unless parked or stored within a fully enclosed garage:

- (a) Motor homes, recreational vehicles (RVs) and campers mounted on pickups;
- (b) Pick-up campers not mounted on a pickup;
- (c) Motorcycles;
- (d) All terrain vehicles (ATVs);
- (e) Trailers of any kind;
- (f) Snowmobiles;
- (g) Boats, kayaks and inflatable rafts;
- (h) Inoperable vehicles (a vehicle which has not been driven under its own power for a period of one week, or longer);
- (i) Bicycles, skis, snowboards, sleds and other recreation equipment;
- (j) Construction equipment, tools, snowblowers and other equipment; and
- (k) Trucks larger than 1 ton trucks.

## Article 12

### RESTRICTIONS ON ALIENATION

**12.1 Restrictions on Alienation.** A Unit may not be conveyed pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113,

Colorado Revised Statutes. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Executive Board.

## Article 13

### EXPANSION AND MODIFICATION

**13.1 Reservation of Right to Expand.** Declarant expressly reserves for Declarant or Declarant's representatives, successors or assigns, the right to expand this condominium Project by constructing up to 9 additional Units in the locations shown on the Map and/or as authorized by Gunnison County, Colorado.

**13.2 Supplemental Declaration and Supplemental Map.** Such expansion shall be accomplished by Declarant filing for record in the office of the Clerk and Recorder of Gunnison County, Colorado, a Supplemental Condominium Declaration and Supplemental Condominium Map containing generally such information with respect to a new Unit or Units as appears on the original Condominium Declaration and Condominium Map.

**13.3 Expansion of Definitions and Interests.** Except as otherwise provided in this Article 13, in the event of such expansion, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Project as so expanded.

**13.4 Declaration Operative on New Unit(s).** The new Unit or Units and the site upon which located shall be subject to all the terms and conditions of this Declaration and the Condominium Unit(s) therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon the recording of the Supplemental Condominium Map in the office of the Clerk and Recorder of Gunnison County, Colorado.

## Article 14

### EASEMENTS AND LICENSES

**14.1 Recording Data.** All easements and licenses to which the Condominium is presently subject are recited in this Article 14 or on Exhibit A. In addition, the Condominium may be subject to other easements granted by the Declarant as shown on the Map or as recited in the Attorney's Opinion on the Map.

**14.2 Easements for Encroachments.** Each Unit shall be subject to an easement for encroachment created by construction, settling and overhang as designed or constructed by Declarant, and a valid easement for such encroachment and for the maintenance of same shall and does exist. If the Condominium Building is partially or totally destroyed and then rebuilt, the Owners of the Units agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

**14.3 Declarant's Rights Incident to Construction.** Declarant, for itself and its successors and assigns, the Association and/or for Owners in all future phases of The Back Nine Condominiums, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements, to build and maintain temporary walls, and to make such other use of the Common Elements as may be reasonably necessary or incident to any construction of the Units, or improvements on the Property or other properties abutting and contiguous to the Property, provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Project by the Owners.

**14.4 Utility Easements.** There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Units and the structures and improvements situated on the Property for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable tv and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonable be required in the future. By virtue of this easement, it shall be expressly

permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.

**14.5 Reservation of Easements, Exceptions and Exclusions.** The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common Elements and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for closure for repairs and maintenance.

**14.6 Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

**14.7 Support Easement.** Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of structures or improvements presently situated or to be built in the future on the Property or any Expansion Property.

**14.8 Easement for Access to Dios Rios Golf Course.** There is hereby created an easement for pedestrian and/or golf cart access across the north northeasterly boundary of the Land, adjacent to Lot 74, Dos Rios Unit No. 3, to the Dos Rios Golf Course for the use of all Unit Owners of The Back Nine Condominiums and all Lot Owners of the residential subdivision, presently called "Tomichi Creek Subdivision," located southeasterly of The Back Nine Condominiums. Maintenance of such access easement shall be shared in proportion to the number of residential units in each development.

**14.9 Easement for Access to Tomichi Creek Subdivision.** There is hereby created an easement for access and utilities from Fairway Lane over Wild Goose Lane and the north northeasterly boundary of the Land to serve

the residential subdivision presently called "Tomichi Creek Subdivision", located southeasterly of The Back Nine Condominiums. Declarant reserves the right to dedicate such easement to Gunnison County for public use.

## Article 15

### **RIGHTS RESERVED TO DECLARANT**

**15.1 Special Declarant Rights.** The Declarant and specifically reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act and this Declaration for the maximum time limit allowed by law, or for twenty (20) years following the recording hereof, whichever occurs first, including, without limitation, the following:

(a) The right to appoint or remove any officer of the Association or any Executive Board Member of the Association during the Declarant Control Period.

(b) The right to complete or make any improvements as set forth on the Map, or as required by Gunnison County.

(c) The right to maintain signs to advertise the project.

(d) The right to dedicate a future public or private easement.

(e) The right to appoint the members of the Executive Board during the period of Declarant control. The period of Declarant control shall terminate no later than the earlier of (i) 60 days after the conveyance of 75% of the Units to Owners other than the Declarant, or (ii) 2 years after Declarant has last conveyed a Unit within the ordinary course of business. Further, not later than 60 days after the conveyance of 25% of the Units to Owners other than Declarant, at least one member and not less than 25% of the members of the Association's Executive Board shall be elected by the Unit Owners other than Declarant and not later than 60 days after the conveyance of 50% of the Units to Owners other than Declarant, not less than 1/3 of the members of the Association's Executive Board must be elected by the Unit Owners other than Declarant.



(f) The right to maintain a business and sales office, construction facilities, construction equipment, advertising signs and displays and other facilities as may be reasonably necessary, appropriate or customary during the construction, development and sale of all of the Units within the Condominium.

(g) The right, without consent of any Owner or mortgagee or lienholder being required, at any time and from time to time to: (a) complete improvements indicated on the Map, (b) maintain and relocate sales offices, management offices, signs advertising the Project and models, of any size within one or more Units; (c) amend the Map to (i) insure that the language and all particulars that are used on the Map and contained in the Declaration are identical; (ii) establish, vacate and relocate utility easements, access easements, and parking spaces; and (iii) as may be otherwise permitted by the Act; and (d) to exercise any other Declarant rights or development rights provided for herein.

(h) The right to expand and modify the Project, as reserved in Article 13.

## Article 16

### MECHANIC'S LIENS

**16.1 No Liability.** If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

**16.2 Indemnification.** If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to



the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

**16.3 Association Action.** Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be affected against an individual Unit or Units.

## Article 17

### MISCELLANEOUS PROVISIONS

**17.1 Separate Tax Assessment.** Declarant shall advise the Assessor of Gunnison County, Colorado, of the creation of the Condominium so that each Unit shall be deemed a separate parcel of real property and subject to separate assessment and taxation.

**17.2 Compliance with Declaration.** Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, By-Laws, rules, regulations and resolutions of the Association and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association in behalf of the Owners, or by an aggrieved Owner.

**17.3 Severability.** If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, word or section, or the application thereof in any circumstance shall be invalidated by any court, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

**17.4 Amendment of Declaration.** This Declaration or the Map may not be amended except by the vote of two-thirds (2/3) of the Owners and consent





**EXHIBIT A**

**Land**

PARCEL A

A parcel of land located in the S ½ of Section 10, Township 49 North, Range 1 West, N.M.P.M., County of Gunnison, State of Colorado, more particularly described as follows:

COMMENCING at the northeast corner of said Section 10, from whence the East ¼ corner of said Section 10 bears S 00°50'25" E a distance of 2658.71 feet; THENCE S 26°03'01" W a distance of 5872.07 feet to the South ¼ corner of said Section 10;  
THENCE N 89°31'00" W along the south line of said Section 10 a distance of 68.03 feet to the POINT OF BEGINNING;  
THENCE N 89°31'00" W along said south line a distance of 340.00 feet;  
THENCE N 00°29'00" E a distance of 175.00 feet;  
THENCE S 89°31'00" E a distance of 140.00 feet;  
THENCE N 38°33'33" E a distance of 594.58 feet to a point on the southerly boundary of Dos Rios Unit 3 as shown on the plat thereof bearing Reception No. 331760 in the records of Gunnison County;  
THENCE S 66°06'17" E along said southerly boundary a distance of 98.53 feet to a point at the end of Fairway Lane;  
THENCE S 61°32'28" E 148.99 feet;  
THENCE S 42°59'36" E along said southerly boundary a distance of 54.46 feet;  
THENCE S 41°17'00" W a distance of 653.62 feet to the POINT OF BEGINNING.

PARCEL B

A parcel of land located in the S ½ of Section 10, Township 49 North, Range 1 West, N.M.P.M., County of Gunnison, State of Colorado, more particularly described as follows:

COMMENCING at the northeast corner of said Section 10, from whence the East ¼ corner of said Section 10 bears S 00°50'25" E a distance of 2658.71 feet; THENCE S 26°03'01" W a distance of 5872.07 feet to the South ¼ corner of said Section 10 which is the POINT OF BEGINNING;  
THENCE N 89°31'00" W along the south line of said Section 10 a distance of 68.03 feet;

THENCE N 41° 17'00" E along the east boundary of Parcel A a distance of 653.62 feet to the southeast corner of Lot 59 of said Dos Rios Unit 3;  
THENCE S 30° 13'00" E a distance of 86.92 feet;  
THENCE S 36° 34'00" W a distance of 468.00 feet;  
THENCE S 72° 21'37" W a distance of 134.47 feet to the POINT OF BEGINNING.

EXCEPTING from PARCELS A and B above the following described lands:

That property platted as Buildings A, B and C, TOMICHI CONDOMINIUMS, according to the Plat filed for record January 13, 1983 as Reception No. 371960,

ALSO that property platted as Building D, TOMICHI CONDOMINIUMS, according to the Plat filed for record August 3, 1983 as Reception No. 375534,

AND that property platted as Building E, TOMICHI CONDOMINIUMS, according to the plat filed for record November 7, 1984 as Reception No. 384636,

County of Gunnison,  
State of Colorado.

### **Easements and Restrictions**

1. The following reservations as contained in United States Patent of record:

A. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

B. A right of way for ditches or canals constructed by the authority of the United States.

2. Restrictions as contained in the Declaration of Protective Covenants for Dos Rios Unit No. 3, recorded October 3, 1978 in Book 521 at Page 582 and Amendments recorded October 29, 1997 as Reception No. 479386 and September 1, 2005 as Reception No. 557682.



3. Utility easement conveyed to the Gunnison County Electric Association, Inc. by Tomichi Investments Ltd., in instrument recorded October 8, 1982 in Book 585 at Page 185, said easement being 16 feet in width, the location of which is not defined.

4. Any rights, interest or easements in favor of the United States, State of Colorado or the public which exist or are claimed to exist in and over present and past bed, banks and water of Tomichi Creek.

5. Any loss of or adverse claim to that portion of the Land on which the Unit is located adjoining Tomichi Creek based on an assertion that the channel and banks of said creek have been changed or altered other than by natural cause and in imperceptible degrees.

6. Terms and conditions in Grant of Easement between Carl A. Nelson, Trustee for the Ralph C. Rounds Living Trust and the Board of County Commissioners of Gunnison County, Colorado, for the construction and installation of an underground water delivery system as recorded October 7, 1992 in Book 713 at Page 359.

7. Terms and conditions in Grant of Easement between Carl A. Nelson, Trustee for the Ralph C. Rounds Living Trust and the Board of County Commissioners of Gunnison County, Colorado, for the installation and maintenance of underground water lines, as recorded October 7, 1992 in Book 71 at Page 363.

8. The following matters as disclosed on the Improvement Location Certificate dated September 29, 2005, prepared by Timothy E. Pearson, Colorado L.S. No. 34979:

- A. Pump and Path
- B. 2 ditches
- C. Sewer Line
- D. Fences off property line
- E. 10' x 10' shed
- F. Stucco Sign



9. Non-exclusive easement and right of way for access and utilities for Tomichi Condominiums, Buildings A, B and C as described in dedication of Map of Tomichi Condominiums Buildings A, B and C bearing Reception Nos. 371960, 375534 and 384636.

10. Easement for the continued existence, maintenance, repair and access to the existing well house containing the Unit 3 Well No. 102 decreed under Case No. W-3392 of the Water Court for Water Division 4, and the water lines extending therefrom to Tomichi Condominiums pursuant to the condominium maps thereof as disclosed in Warranty Deed recorded November 1, 1994 in Book 755 at Page 25.

11. Right of Way Easement to Gunnison County Electric Association, Inc., its successors and assigns, recorded February 18, 2005 as Reception No. 550980.

12. Water rights, claims or title to water, whether or not shown by the public records.

**Licenses**

**None**

**EXHIBIT B**

**TABLE OF INTERESTS**

<u>Unit</u>	<u>Percentage ownership of General Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote(s) in the affairs of Association</u>
<b>Prior to Expansion and Modification</b>			
C-1	33 1/3%	33 1/3%	1
C-2	33 1/3%	33 1/3%	1
C-3	<u>33 1/3%</u>	<u>33 1/3%</u>	<u>1</u>
Totals	100 %	100 %	3
<b>After Expansion and Modification (Complete Buildout)</b>			
A	8 1/3%	8 1/3%	1
B-1	8 1/3%	8 1/3%	1
B-2	8 1/3%	8 1/3%	1
B-3	8 1/3%	8 1/3%	1
C-1	8 1/3%	8 1/3%	1
C-2	8 1/3%	8 1/3%	1
C-3	8 1/3%	8 1/3%	1
D-1	8 1/3%	8 1/3%	1
D-2	8 1/3%	8 1/3%	1
E	8 1/3%	8 1/3%	1
F	8 1/3%	8 1/3%	1
G	<u>8 1/3%</u>	<u>8 1/3%</u>	<u>1</u>
	100 %	100 %	12



DECLARATION OF  
THE BACK NINE TOWNHOMES

ARTICLE 1. PURPOSE AND PLAN

1.1. Purpose. The purpose of this Declaration of The Back Nine Townhomes (the "Declaration") is to amend, restate, and supersede in its entirety the Declaration Establishing the Back Nine Condominiums recorded March 6, 2007, at Reception No. 573386 in the real property records of Gunnison County, Colorado, as supplemented and amended (the "Condo Declaration"). The effect of the recordation of this Declaration, in conjunction with the concurrent recordation of the Plat of The Back Nine Townhomes (the "Plat"), is to convert The Back Nine Condominiums into The Back Nine Townhomes, and to convert the same from a condominium common interest community into a planned community under the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et seq.*

1.2. All of the land described in Exhibit A (the "Land") shall be held or sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the land and be binding on all parties having any right, title or interest in the land or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof, and the land shall be subject to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.30-101, *et seq.*, Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

ARTICLE 2. DEFINITIONS

2.1. Act. Act means the Colorado Common Interest Ownership Act, Sections 38-33.3-101 *et seq.*, as amended.

2.2. Association. Association means The Back Nine Townhomes Association, a Colorado nonprofit corporation (formerly The Back Nine Condominiums Association) formed for management of the common interest community and more specifically described in Article 5 hereof.

2.3. Association Documents. Association Documents means this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Plat and any procedures, rules, regulations or policies adopted under such documents by the Association.

2.4. Common Elements. Common Elements means any real estate within the Project owned or leased by the Association, other than a Unit, specifically including Parcel G (subject to the reserved development right described below), Parcel H, all interest in Wild Goose Lane, and all interest in the shared landscaping irrigation sprinkler system and an easement across all Units related thereto.

2.5. Common Expenses. Common Expenses means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.6. Condo Declaration. Condo Declaration means the Declaration Establishing the Back Nine Condominiums recorded March 6, 2007, at Reception No. 573386 in the real property



records of Gunnison County, Colorado, as previously supplemented and amended (the "Condo Declaration").

2.7. Declarant. Declarant means West Elk Properties, LLC, a Colorado limited liability company, its representatives, successors and assigns.

2.8. Declaration. Declaration means this document with all Exhibits attached hereto, and the Plat, which documents will be recorded pursuant to the Act, all as the same may be amended or supplemented in the future.

2.9. Executive Board. Executive Board shall mean the governing board of the Association elected by the Owners to operate, maintain and manage the Project.

2.10. First Mortgage or Deed of Trust. A security interest on a Unit which has priority over all other security interests on the Unit.

2.11. Land. Land means the real property described on attached Exhibit A.

2.12. Limited Common Elements. Limited Common Elements means any portion of the Common Elements allocated by the Declaration or by operation of C.R.S. §§ 38-33.3-202(1)(b) or (1)(d) for the exclusive use of one or more Units but fewer than all of the Units.

2.13. Managing Agent. Managing Agent shall mean a person or entity employed by the Association to perform the obligations of the Association relative to operation, maintenance and management of the Project.

2.14. Condo Map. Condo Map means, collectively, the Plats and Maps of The Back Nine Condominiums recorded at Reception Nos. 573385, 575235, 581541, 652042, and 659561.

2.15. Owner. Owner means any person, persons, partnership, corporation, limited liability company or other entity or any combination thereof owning all or part of the fee simple title to a Unit. In the event a Unit is owned by more than one person or entity, (a) such Owner shall designate in writing one person or entity and their address to represent such Owner and receive notices and (b) liability for all obligations created by this Declaration shall be joint and several. Upon the failure of an Owner to so designate one person or entity, the Association shall be deemed to be the agent for receipt of notices to such Owners.

2.16. Owner's Agent. Owner's Agent means members of the Unit Owner's family, or the Unit Owner's agent, employee, invitee, licensee or tenant, or the agent, employee, invitee, licensee or tenant of the Unit Owner's tenant.

2.17. Plat. Plat means the Plat of The Back Nine Townhomes recorded concurrently with this Declaration.

2.18. Project. Project means the Land and all improvements and structures thereon, together with all rights, easements, and appurtenances belonging thereto, submitted to the Back Nine Townhomes planned community pursuant to this Declaration and the Act, or which may be subsequently submitted to the planned community pursuant to any supplement or amendment hereto, including all Units, Common Elements, Buildings and other rights and improvements shown on the Plat.

2.19. Unit. Unit means the physical portion of the Project that is designated for separate ownership and occupancy and the boundaries of which are illustrated on the Plat.

2.20. Votes and Percentage of Owners. Whenever in this Declaration a vote of Owners is required or permitted, each Owner shall be entitled to the voting percentage set forth on attached



Exhibit B. Whenever in this Declaration reference is made to a percentage of Owners such percentage shall mean the aggregate voting percentage of the Owners voting or represented.

### ARTICLE 3. GRANT AND SUBMISSION

3.1. Grant and Submission. The Land and all improvements located thereon are hereby submitted to The Back Nine Townhomes planned community and the terms of this Declaration.

### ARTICLE 4. OCCUPATION AND USE

4.1. Division of Project into Units. The Project is divided into 10 existing fee simple Units shown on the Plat. Declarant reserves the right to construct and include in the Project up to 2 additional Units in accordance with Article 13.

4.2. Conveyance of Units. Each Unit and the appurtenances thereto shall be inseparable and may be conveyed, leased or encumbered only as a Unit.

4.3. Description of Units. Every deed, lease, mortgage, trust deed or other instrument after the recordation of this Declaration shall legally describe a Unit by its designation followed by the words "The Back Nine Townhomes" with further reference to this Declaration and the Plat. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect a Unit.

4.4. Exclusive Possession and Use Restriction. Each Owner shall be entitled to exclusive ownership and possession of such Owner's Unit (including any fixtures appurtenant thereto) and exclusive possession and use of the Limited Common Elements allocated to his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Owners. Subject to the provisions of Article 11, below, each Unit shall be used or occupied exclusively for residential purposes, including home occupations conducted exclusively by the inhabitant(s) of the Unit, if approved by the Association as compatible with the quiet, residential nature of the Project.

4.5. Right of Access and Emergency Repairs. The Association shall have the right of access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs to prevent damage to the Common Elements or to the Unit or to another Unit.

4.6. No Partition. No Owner shall bring an action for partition of his Unit or of the Common Elements, or of the Land.

4.7. Right to Mortgage. Each Owner shall have the right from time to time to encumber his interest in his Unit by deed of trust, mortgage or other security instrument.

4.8. Combination of Units. In the event that one Owner shall own two contiguous Units in the same Building, such Owner shall have the right to combine such Units into one area and to create entries, door openings and stairways between such Units, so long as such changes do not affect load-bearing walls or pipes, conduits, ducts, shafts and wiring for the utility services of the Building. No such combination shall affect or alter the Owner's undivided interest in the Common Elements, percentage of liability for Common Expenses or votes in the Association.

4.9. Leasing. Any leasing of a Unit shall be in accordance with Regulations adopted by the Association.



4.10. Neglect by Owner or Owner's Agents. If, due to the act or neglect of an Owner or Owner's Agents, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner and/or Owner's Agent shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

#### ARTICLE 5. THE BACK NINE TOWNHOMES ASSOCIATION

5.1. Owners Association. The administration of the Project shall be governed by this Declaration and the other Association Documents. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or convenient to manage the business and affairs of the Project. An Owner of a Unit shall automatically become a member of the Association and shall remain a member for the period of his ownership. All Executive Board members shall be elected by Owners of Units. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

5.2. Association Management. The Association shall conduct the general management of the Project and the enforcement of the Association Documents. The Association may assign its future income, including its rights to receive Common Expense assessments, only by the written approval of the Owners of Two-Thirds (2/3) of the Units.

5.3. Association Budget. The budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act. Common Expense assessments shall be due and payable annually or in periodic installments, or in any other manner. The omission or failure of the Executive Board to levy the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

5.4. Agent of Owner(s). If any Unit is owned by more than one person or by a partnership, joint venture, corporation, limited liability company or other entity, the Owner(s) shall designate to the Association in writing the name and address of the agent to whom all legal or official assessments, liens, levies or other notices may be mailed. Upon failure to so designate an agent, the Association shall be deemed to be the agent for receipt of notices to such Owner(s).

5.5. Notice to Unit Owners. Notice of matters affecting the Association, the Common Elements or other aspects of the project shall be given to Unit Owners by the Association or other Unit Owners by email unless mailed notice is required by law, in which case notice will be provided in writing addressed to each Unit Owner at the address provided to the Association by each Unit Owner, but if a Unit Owner has failed to provide an address, the Association shall use the address set forth in the deed or other instrument of conveyance recorded in the Gunnison County records by which the Unit Owner acquired title.

5.6. Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.



5.7. **Manager.** The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except as directed by the Executive Board.

5.8. **Rights of Action.** The Association on behalf of itself and any aggrieved Unit Owner shall be granted a right of action against any and all Unit Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Unit Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Unit Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be awarded reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees, in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

5.9. **Implied Rights and Obligations.** The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and by the Colorado Nonprofit Corporation Act.

5.10. **Powers of the Executive Board.** Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- a. Adopt and amend Bylaws and Regulations;
- b. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments;
- c. Hire and terminate management agents and other employees, agents and independent contractors;
- d. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;
- e. Make contracts and incur liabilities, except that any contract providing for the services of Declarant may not exceed three years and must provide for termination by either party without cause and without payment of a termination fee on ninety days or less written notice;
- f. Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- g. Cause additional improvements to be made as a part of the Common Elements;
- h. Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements may be conveyed or subjected to a security interest only in accordance with the Act;



- i. Grant easements, leases, licenses and concessions through or over the Common Elements;
- j. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements;
- k. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents.
- l. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
- m. Provide for indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- n. Assign its right to future income, including the right to receive assessments;
- o. Insure the finished interior of all Units;
- p. Exercise any other powers conferred by the Declaration or Association Bylaws;
- q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- r. Exercise any other powers necessary and proper for the governance and operation of the Association.

5.11. Regulations.

- a. The Executive Board may adopt and amend by majority vote rules, regulations, policies and procedures ("Regulations"). The Regulations may not directly contradict this Declaration. To the fullest extent permitted by law, the Regulations shall be interpreted in a manner harmonious with this Declaration.
- b. The Regulations shall contain such matters as are required by the Act and may set forth such other matters regarding the use of the Common Elements and the Units as the Board believes appropriate. Specifically, but without limitation, the Regulations may include rules, regulations, policies and procedures regarding hazardous activities, nuisances, noise, pets, parking, trash, junk, maintenance, lighting, use of Common Elements and easements, home occupations, commercial activities, short term rentals, leases, marijuana cultivation and use, smoking, and installing and maintaining of improvements. The Regulations may define such uses and prohibit them, in whole or in part, on Common Areas and on Units or may define such uses and permit them upon such terms, conditions, obligations and provisions as the Board believes in the best interests of the Association. The Regulations shall also address matters such as enforcement of the Association Documents, imposition of fines, collection of Assessments, and reserve studies and funding. All Owners shall be bound by and comply with the Regulations. All Owners shall be responsible for, and liable to the Association for, any violation of the Association Documents by such Owner and such Owner's agents, guests, invitees, tenants, lessees, contractors, and employees.



5.12. Architectural Control.

- a. No Unapproved Improvements. No new Improvement shall be erected, maintained, constructed, excavated, or otherwise put in place, allowed, accomplished or occur on any Unit unless and until approved by the Board in writing.
- b. General Requirements. All Improvements shall be constructed and maintained in accordance with all applicable building and fire codes. All buildings must be harmonious with existing buildings within the subdivision. The Board may promulgate, enact, and amend as part of the Regulations design guidelines that shall further restrict, require, or otherwise govern architectural matters within the Project.
- c. Submission of Application. Any Owner seeking to erect, maintain, construct, excavate or otherwise put in place or allow any Improvement on his or her Lot shall first submit plans for the Improvement to the Board. Such plans shall include a drawing for the Improvement together with samples of all exterior materials and finishes and colors if applicable (collectively, the "Application").
- d. Approval. The Board shall, within 30 days of receipt of a complete Application, approve or disprove the Application in writing. If the Application is not approved, the Board shall provide a short statement explaining why it is not approved. If the Board fails to respond to a complete Application within 30 days of receipt of the complete Application, the Application shall be deemed approved. Notwithstanding any of the foregoing, no Application shall be approved if the Application or Improvements constructed pursuant to the Application do not fully comply with the applicable fire code, building code and Gunnison County Land Use Resolution in effect at the time of submission of the complete application.
- e. For the purpose of this section, "Improvement" means any fence or walls, pavement, excavation, dirt moving, grading, road construction, decks, patios, porches, awnings, enclosures, house, garage, barn, any and other form of building, structure or other development, and also includes any material alteration of any exterior of any existing Improvement.

ARTICLE 6. COMMON EXPENSES

- 6.1. Common Expenses. Common Expenses may be incurred for the purpose of promoting the health, safety and welfare of the occupants of the project and the value of Units, including the overhead expenses of the Association, costs of maintenance, repair and operation of the Common Elements, taxes and special assessments unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Association, utility charges for common elements including gas, electricity, water, sewer, trash and garbage collection, guard service, burglar alarm service, landscape maintenance and snow removal, janitorial service, legal and accounting fees, management fees, common element charges and the creation of a reasonable contingency or other reserve or surplus funds.
- 6.2. Personal Obligation to Pay Common Expense Assessments. Each Unit Owner is liable for assessments made against such Owner's Unit during the period of ownership of such Unit. No Unit Owner may be exempt from liability for payment of the assessments by waiver of the use or enjoyment of any of the common elements or by abandonment of the Unit against which the assessments are made. Such assessments, including fees, charges, late charges, attorney fees,



finer and interest charged by the Association shall be the personal obligation of the Unit Owner at the time when the assessment or other charges became or fell due.

6.3. Assessment.

a. Common Expenses shall be estimated by the Association annually for the ensuing calendar year and each Owner shall be assessed for his share thereof in advance of the commencement of each such year. The Association may establish any reasonable system for periodic collection of assessments, in advance or arrears, as deemed desirable. At the end of each calendar year the Association shall determine actual expenses and either assess each Owner or credit him against the assessment for the next ensuing calendar year, as the case may be, for his share of the difference between estimated and actual expenses. The failure of the Association to fix the assessment for any assessment period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Common Expenses.

b. In addition to the annual assessments, the Association may levy in any fiscal year one or more special assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

c. Any Common Expense assessment shall be assessed to Owners according to the Common Expense liability ratios shown on Exhibit B, except that:

- i. Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed equally against the units to which that limited common element is assigned;
- ii. Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited; and
- iii. The costs of insurance shall be assessed in proportion to risk, and the costs of utilities shall be assessed in proportion to usage.
- iv. If any common expense is caused by the misconduct of any unit owner, the association may assess that expense exclusively against such owner's unit.

d. The standard common expense liability shall be allocated equally amongst the units. Liability for direct expenses associated with landscaping, including irrigation system maintenance, shall be allocated based on the ratio of the square footage of a unit to the total square footage of all units that are not owned by the Association, as reflected on the Plat.

e. Notice in writing of the amount of any special assessments and the time for payment of the special assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

f. All monetary fines assessed against an owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association



Documents, shall be a default assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default assessment shall be sent to the Owner subject to such assessment at least ten (10) days prior to the due date.

6.4. Nonpayment of Assessments and Lien. All sums assessed but unpaid for the Common Expenses chargeable to any Owner shall constitute a lien on such Owner's Unit, superior to all other liens and encumbrances, except for: (i) liens for real estate taxes and other governmental assessments or charges against the Unit; (ii) liens and encumbrances recorded before the recordation of the Condo Declaration; and (iii) the lien of a first mortgage or deed of trust, provided, however, that the lien for assessments shall be prior to the lien of a first mortgage or deed of trust to the extent of:

- a. An amount equal to the common expense assessments based on a periodic budget adopted by the Association under section 38-33.3-315 (1) which would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;
- b. Attorney fees and costs being incurred in an action to enforce the lien.

6.5. Effect of Non-Payment of Assessments. Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate of 18% per year or at such other rate as determined by the Executive Board and the Association may assess a late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

6.6. Statement of Assessments. The Association shall furnish to a Unit Owner or such Unit Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner. If no statement is furnished to the Unit Owner or holder of a security interest or his designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid assessments which were due as of the date of the request.

#### ARTICLE 7. MAINTENANCE AND REPAIR OF COMMON ELEMENTS

7.1. Maintenance by Association. The Association shall be responsible for the maintenance and repair of the general Common Elements (all Common Elements except for Limited Common Elements), which shall be the Common Expense of all Owners unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent, in which



case the Unit Owner shall be responsible and liable for all of such damage and the cost thereof. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement.

7.2. Maintenance of Limited Common Elements. The owner of each Unit shall be exclusively responsible for the maintenance and repair of any Limited Common Elements allocated to that Unit unless necessitated by damage caused by the negligence, misuse or tortious act of another Unit Owner or Owner's Agent, in which case that Unit Owner shall be responsible and liable for all of such damage and the cost thereof. The Limited Common Elements shall be kept in a reasonable condition so as not to damage the value of any other Unit.

7.3. Alterations. No Owner shall alter, modify, remove or destroy any Common Element without the prior written consent of the Executive Board.

#### ARTICLE 8. INSURANCE

8.1. Unit Owners. To the extent not insured by the Association's insurance policies, the owner of each Unit shall maintain at all times a casualty insurance policy covering his or her Unit in an amount not less than the full replacement value, without deduction for depreciation, and coverage for liability arising within their Unit.

- a. The Association shall be entitled to demand proof from the Owners that the required insurance is in effect at all times.
- b. Nothing in this section shall prevent two or more Owners from jointly acquiring a single policy to cover one or more of the hazards required in this section to be insured against by the Owners.

8.2. Association. The Association shall obtain any insurance required by C.R.S. § 38-33.3-313. The Association may obtain and pay as a Common Expense the premiums for any other types of insurance as it deems necessary or desirable. Without limiting the generality of the foregoing, the Association may obtain and maintain a blanket hazard insurance policy for improvements within the Project.

- a. Any property insurance purchased by the Association is to run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective mortgage holders, and all other persons entitled to occupy any Lot as their interests may appear.
- b. All insurance coverage for the Association is to be written in the name of the Association as first named insured and each of the Owners as additional insureds. The Association is to periodically review the insurance to determine if the policy in force is adequate to meet its needs.
- c. A certificate or memorandum of the insurance coverage maintained by the Association shall be furnished by the Association upon request to any Owner or mortgagee of a Unit.
- d. Claims and Adjustments by the Association. Any loss covered by an Association insurance policy is to be adjusted by the Association. The insurance proceeds for a loss is payable to the Association and not to any First Lien Holder. The Association holds any insurance proceeds for the repair or restoration of the damaged property. The Association is not entitled to use insurance proceeds for other purposes unless there is a surplus after the damaged property has been completely repaired or restored.



e. Construction Fund. The net insurance proceeds collected on account of a casualty and the funds collected by the Association from Assessments against Owners on account of the casualty is to constitute a construction fund. The Association is to use and disburse the funds to pay the cost of reconstruction and repair in appropriate progress payments to the contractor(s), supplier(s), and personnel performing the work or supplying materials or services.

f. Unless otherwise specified in a written Board resolution, any required deductible on an Association policy is to be a maintenance expense to be paid by the person(s) who would be responsible for the repair or maintenance of the loss in the absence of insurance. If the loss affects more than one Lot or a Lot and Common Elements, the Board may equitably apportion the cost of the deductible among the parties suffering loss in proportion to the total cost of repair. However, if the insurance policy provides that the deductible is to apply to each Lot separately or to each occurrence, each Owner is to be responsible for paying the deductible pertaining to his or her Lot, if any. If any Owner(s) fails to pay the deductible required under this section, the Association may pay the deductible and assess the cost to the Owner pursuant to this Declaration.

#### ARTICLE 9. MAINTENANCE, REPAIR, AND ALTERATION OF UNITS

9.1. Party Walls. The common wall separating any two Units, the footings underlying the wall, and the portion of roof overlying said wall shall constitute and shall be referred to herein as a "Party Wall."

- a. To the extent not inconsistent with this Declaration, the general rules of law regarding party walls and liability for damage due to negligence, willful acts, and omissions shall apply to each Party Wall.
- b. Any damage occurring to a Party Wall shall be promptly repaired, and the cost shall be borne in equal shares by the Owners sharing the Party Wall, except that damage to the Party Wall that is occasioned by the act or the negligence of one Owner or Owner's Agent, or deterioration that occurs on the surface of a Party Wall that is within one Unit, shall be promptly repaired to at least its former condition and paid for by that Owner.
- c. Each Owner shall have the sole responsibility of maintaining the finished surfaces of a Party Wall located within his or her Unit.
- d. Each Owner sharing a Party Wall shall have the right to enter the Party Wall to maintain the utility installations located therein, as long as he or she restores it to its original condition.
- e. Each Owner sharing a Party Wall shall have the right to repair the Party Wall and to charge the other Owner for his or her proportionate share of the costs.
- f. Each Owner sharing a Party Wall has the right of contribution against the other Owner for negligent acts or omissions which damage the Party Wall or which cause the interior of the Party Wall to be exposed to the elements. Rights of contribution run with the land.
- g. Any insurance proceeds covering damage to a Party Wall must be applied to repair unless the Owners of both Units agree otherwise.



h. The Owners of each Unit sharing a Party Wall shall have a perpetual easement in and to that part of the other Unit on which the Party Wall is located, for party wall purposes, including mutual support, maintenance, repair, replacement, and inspection.

9.2. Building Maintenance.

a. Each owner shall maintain his or her Unit in good repair, and shall maintain the exterior of the unit in a clean and orderly fashion, so as not to damage the value of any other Unit.

b. The Owner of Unit A shall be exclusively responsible for all maintenance of the Building located thereon. The Owners of Units B-1 and B-2 shall be exclusively responsible for all maintenance of the Building located thereon. The Owners of Units C-1, C-2 and C-3 shall be exclusively responsible for all maintenance of the Building located thereon. The Owner of the Units D-1 and D-2 shall be exclusively responsible for all maintenance of the Building located thereon. The Owner of Unit E shall be exclusively responsible for all maintenance of the Building located thereon. The Owner of Unit F shall be exclusively responsible for all maintenance of the Building located thereon. The Owner(s) of Unit constructed on the reserved for development parcel shall be exclusively responsible for all maintenance of the Building located thereon (if any).

c. No owner shall materially alter the construction, external decoration, or external color scheme of his or her Unit without the prior written consent of the Owner(s) of other Units(s) sharing the same Building.

d. If the need for repair or maintenance of a Building is caused through the negligence or willful act of another Owner, such other Owner shall bear the entire cost of such repair or maintenance.

9.3. Owner's Failure to Maintain or Repair. In the event that a Unit (including the allocated Limited Common Elements) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board (after a determination by the Executive Board that the condition of such Unit negatively impacts other Owners or the value of other Units within the Project) shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All reimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article 6 of this Declaration.

9.4. Repair or Reconstruction after Damage. In the event of damage to a structure for which the Association is responsible for maintaining the hazard insurance, and the insurance proceeds are not sufficient to defray the costs of reconstruction and repair due to failure of the Association to maintain coverage as committed to by the Association, the additional cost is to be a Common Expense. If, for any other reason, the insurance proceeds are not sufficient to defray the costs of reconstruction and repair, as determined by the Association, the additional costs shall be assessed against the Owner(s) of the Unit(s) damaged in proportion to the damage to the Units or against



all Owners, in the case of insufficient funds to cover damage to the Common Elements. If there are surplus funds after repair and reconstruction is completed, those funds is to be common funds of the Association to be used as directed by the Association.

#### ARTICLE 10. NO FIRST RIGHT OF REFUSAL

10.1. No Right of First Refusal. Owners of Units have no right of first refusal to acquire Units offered for sale.

#### ARTICLE 11. RESTRICTIONS ON USE AND OCCUPANCY

11.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

- a. No structures of a temporary character, trailer, tent, shack, or other out building shall be allowed or used on any portion of said Land at any time as a residence, either temporarily or permanently.
- b. Loud parties are prohibited.
- c. No activity is allowed which, by noise, dust, fumes, vibration or other impact, disturbs the neighbors or the occupant(s) of any other Unit or Common Element.

11.2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Land, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No more than two pets of the same species shall be allowed in any Unit. Such household pets shall be adequately maintained and cared for in order to avoid constituting a nuisance to other Owners.

11.3. Dogs. Owners of dogs shall:

- a. Not allow their dogs to bark or otherwise disturb, threaten, scare, injure or otherwise bother any person or any animal;
- b. Immediately clean up the dog's waste; and
- c. At all times control their dogs by leash or voice command.

11.4. Solid Fuel Burning Devices. Woodburning stoves, fireplaces and other solid fuel burning devices are prohibited within the Project.

11.5. Exterior Appearance.

- a. The exterior of each Unit shall be kept and maintained in a neat, clean and orderly condition and appearance at all times. No personal property shall be stored outside any Unit, except for patio furniture, two bicycles and one barbeque grill.
- b. The selection of color, type of paint, exterior decoration, and any exterior materials shall be subject to the written approval of the Association. Principal colors shall be muted earth tones.
- c. To the extent reasonably practicable, the Owners shall maintain a uniform exterior appearance within the entire Project.

11.6. Signs. No Unit Owner shall install or maintain any sign:

- a. Except upon prior written approval of the Association and Gunnison County; and
- b. Which is larger than 1.5 square feet.



11.7. Outside Parking and Storage. No Unit Owner shall have or allow more than two motor vehicles to be parked outside at the Project at any time. The following are absolutely prohibited unless parked or stored within a fully enclosed garage:

- a. Motor homes, recreational vehicles (RVs) and campers mounted on pickups;
- b. Pick-up campers not mounted on a pickup;
- c. Motorcycles;
- d. All terrain vehicles (ATVs);
- e. Trailers of any kind;
- f. Snowmobiles;
- g. Boats, kayaks and inflatable rafts;
- h. Inoperable vehicles (a vehicle which has not been driven under its own power for a period of one week, or longer);
- i. Bicycles, skis, snowboards, sleds and other recreation equipment;
- j. Construction equipment, tools, snowblowers and other equipment; and
- k. Trucks larger than 1-ton trucks.

#### ARTICLE 12. RESTRICTIONS ON ALIENATION

12.1. Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113, Colorado Revised Statutes.

#### ARTICLE 13. EXPANSION AND MODIFICATION

13.1. Reservation of Right to Expand. Declarant expressly reserves for Declarant or Declarant's representatives, successors or assigns, the right to expand this Project by constructing up to 2 additional Units in the location shown on the Plat as "Parcel G-common element subject to reserved development right."

13.2. Supplemental Declaration and Supplemental Plat. Such expansion shall be accomplished by Declarant filing for record in the office of the Clerk and Recorder of Gunnison County, Colorado, a Supplemental Declaration and Supplemental Plat containing such information as is required by the Act.

13.3. Expansion of Definitions and Interests. Except as otherwise provided in this Article 13, in the event of such expansion, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Project as so expanded.

13.4. Declaration Operative on New Unit(s). The new Unit or Units shall be subject to all the terms and conditions of this Declaration upon the recording of the Supplemental Plat in the office of the Clerk and Recorder of Gunnison County, Colorado.

13.5. Recordation of the Supplemental Plat shall convert from common element to a Unit the portion of Parcel G platted as a unit. Declarant has no right to withdraw Parcel G from the Project, or to develop Parcel G except pursuant to this Article 13.

#### ARTICLE 14. EASEMENTS AND LICENSES

14.1. Existing Easements and Licenses. All easements and licenses to which the Land is presently subject are recited in this Article 14 or in Exhibit A, or are shown on the Plat.



14.2. Easements for Encroachments. Each Unit that shares a party wall with another Unit shall be subject to an easement for encroachment created by construction, settling and overhang as designed or constructed by Declarant, and a valid easement for such encroachment and for the maintenance of same shall and does exist. If the Building is partially or totally destroyed and then rebuilt, the Owners of the Units agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

14.3. Easement for Maintenance. Each Owner and the Association shall have the irrevocable right, to be exercised by the Manager, the Executive Board or officers or employees of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. In the event insurance proceeds under this Declaration are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

14.4. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, the Association and/or for Owners in all future phases of The Back Nine Townhomes, reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the common elements as shown on the Condo Map, together with the right to store materials on such common elements, to build and maintain temporary walls, and to make such other use of such common elements as may be reasonably necessary or incident to any construction of the Units, or improvements on the Property or other properties abutting and contiguous to the Property, provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Project by the Owners.

14.5. Utility Easements. There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Units and the structures and improvements situated on the Property for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable tv and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonable be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.

14.6. Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements and Limited Common Elements, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for closure for repairs and maintenance.



14.7. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

14.8. Support Easement. Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of structures or improvements presently situated or to be built in the future on the Property or any Expansion Property.

14.9. Easement for Access to Dios Rios Golf Course. There is hereby created an easement for pedestrian and/or golf cart access to the Dos Rios Golf Course for the use of all Unit Owners of The Back Nine Townhomes and all Lot Owners of the residential subdivision, presently called "Tomichi Creek Subdivision," located southeasterly of The Back Nine Townhomes. Maintenance of such access easement shall be shared in proportion to the number of residential units in each development. The location of the easement is shown on the Plat.

14.10. Easement for Access to Tomichi Creek Subdivision. There is hereby created an easement for access and utilities from Fairway Lane over Wild Goose Lane and the north northeasterly boundary of the Land to serve the residential subdivision presently called "Tomichi Creek Subdivision", located southeasterly of The Back Nine Townhomes. Declarant reserves the right to dedicate such easement to Gunnison County for public use.

#### ARTICLE 15. RIGHTS RESERVED TO DECLARANT

15.1. Special Declarant Rights. The Declarant reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act and this Declaration for the maximum time limit allowed by law, or for twenty (20) years following the recording of the original Condo Declaration, whichever occurs first, including, without limitation, the following:

- a. The right to complete or make any improvements as set forth on the Condo Map, as amended by the Plat, or as required by Gunnison County.
- b. The right to maintain signs to advertise the project.
- c. The right to dedicate a future public or private easement.
- d. The right to maintain a business and sales office, construction facilities, construction equipment, advertising signs and displays and other facilities as may be reasonably necessary, appropriate or customary during the construction, development and sale of all of the Units.
- e. The right, without consent of any Owner or mortgagee or lienholder being required, at any time and from time to time to: (a) complete improvements indicated on the Plat, (b) maintain and relocate sales offices, management offices, signs advertising the Project and models, of any size within one or more Units; (c) amend the Plat to (i) insure that the language and all particulars that are used on the Plat and contained in the Declaration are identical; (ii) establish, vacate and relocate utility easements, access easements, and parking spaces; and (iii) as may be otherwise permitted by the Act; and (d) to exercise any other Declarant rights or development rights provided for herein.
- f. The right to expand and modify the Project, as reserved in Article 13.



## ARTICLE 16. MECHANIC'S LIENS

16.1. No Liability. If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

16.2. Indemnification. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

16.3. Association Action. Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be affected against an individual Unit or Units.

## ARTICLE 17. MISCELLANEOUS PROVISIONS

17.1. Separate Tax Assessment. Each Unit shall be deemed a separate parcel of real property and subject to separate assessment and taxation.

17.2. Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration and any other Association Documents as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or by an aggrieved Owner.

17.3. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, word or section, or the application thereof in any circumstance shall be invalidated by any court, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

17.4. Amendment of Declaration. This Declaration or the Plat may not be amended except by the vote of two-thirds (2/3) of the Owners and consent of Gunnison County. Any such amendment shall be effective without the approval of the holders of any mortgages and/or Deeds of Trust encumbering the Units. No amendment shall be effective until placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

17.5. Attorneys' Fees. If any action is brought in a court of law to enforce, interpret or construe this Declaration or any document provided for herein or related hereto, the prevailing party in such action shall be awarded to all reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and costs.



EXHIBIT A: LAND

PARCEL A

A parcel of land located in the S ½ of Section 10, Township 49 North, Range 1 West, N.M.P.M., County of Gunnison, State of Colorado, more particularly described as follows:

COMMENCING at the northeast corner of said Section 10, from whence the East ¼ corner of said Section 10 bears S 00°50'25" E a distance of 2658.71 feet; THENCE S 26°03'01" W a distance of 5872.07 feet to the South ¼ corner of said Section 10; THENCE N 89°31'00" W along the south line of said Section 10 a distance of 68.03 feet to the POINT OF BEGINNING;

THENCE N 89°31'00" W along said south line a distance of 340.00 feet;

THENCE N 00°29'00" E a distance of 175.00 feet;

THENCE S 89°31'00" E a distance of 140.00 feet;

THENCE N 38°33'33" E a distance of 594.58 feet to a point on the southerly boundary of Dos Rios Unit 3 as shown on the plat thereof bearing Reception No. 331760 in the records of Gunnison County;

THENCE S 66°06'17" E along said southerly boundary a distance of 98.53 feet to a point at the end of Fairway Lane;

THENCE S 61°32'28" E 148.99 feet;

THENCE S 42°59'36" E along said southerly boundary a distance of 54.46 feet;

THENCE S 41°17'00" W a distance of 653.62 feet to the POINT OF BEGINNING.

PARCEL B

A parcel of land located in the S ½ of Section 10, Township 49 North, Range 1 West, N.M.P.M., County of Gunnison, State of Colorado, more particularly described as follows:

COMMENCING at the northeast corner of said Section 10, from whence the East ¼ corner of said Section 10 bears S 00°50'25" E a distance of 2658.71 feet; THENCE S 26°03'01" W a distance of 5872.07 feet to the South ¼ corner of said Section 10 which is the POINT OF BEGINNING;

THENCE N 89°31'00" W along the south line of said Section 10 a distance of 68.03 feet;

THENCE N 41°17'00" E along the east boundary of Parcel A a distance of 653.62 feet to the southeast corner of Lot 59 of said Dos Rios Unit 3;

THENCE S 30°13'00" E a distance of 86.92 feet;

THENCE S 36°34'00" W a distance of 468.00 feet;

THENCE S 72°21'37" W a distance of 134.47 feet to the POINT OF BEGINNING.

EXCEPTING from PARCELS A and B above the following described lands: That property platted as Buildings A, B and C, TOMICHI CONDOMINIUMS, according to the Plat filed for record January 13, 1983 as Reception No. 371960; that property platted as Building D, TOMICHI CONDOMINIUMS, according to the Plat filed for record August 3, 1983 as Reception No. 375534; and that property platted as Building E, TOMICHI CONDOMINIUMS, according to the plat filed for record November 7, 1984 as Reception No. 384636, County of Gunnison, State of Colorado.



### EASEMENTS AND RESTRICTIONS

1. Matters in Patents recorded at Book 45 Page 39 and Book 101 Page 127.
2. Any matter related to inclusion of the property in the Dos Rios Division of the Gunnison County Water and Sewer District.
3. Declaration of Protective Covenants for Dos Rios Unit No. 3, recorded at Book 521 Page 582, and amendments thereof recorded at Reception Nos. 479386 and 557682, to the extent that the same may affect the subject property.
4. Utility easement at Book 585 Page 185.
5. Grant of Easement at Book 713 Page 363.
6. Easement granted in the Dedication of Map of Tomichi Condominiums, Buildings A, B and C recorded at Reception Nos. 371960, 375534, 384636.
7. Easement for well house and water lines disclosed in Warranty Deed at Book 755 Page 25.
8. Easement at Reception No. 550980.
9. The effect of the Plats and Maps of The Back Nine Condominiums at Reception Nos. 573385, 575235, 581541, 652042, and 659561, to the extent not extinguished and superseded by this Plat.
10. Declaration Establishing the Back Nine Condominiums recorded at Reception No. 573386, and supplements thereto recorded at Reception Nos. 575236, 581542, 652043, and 659562, to the extent not extinguished and superseded by The Declaration of Protective Covenants for Back Nine Townhomes.
11. Grant of License at Reception No. 573614.
12. Grant of Easement at Reception No. 584209.
13. Right of Way and Easement at Reception No. 650816.
14. Any rights, claims, liens, defects, encumbrances, or easements not shown by the public records or first appearing in the public records or attaching subsequent to the effective date hereof.



EXHIBIT B

TABLE OF INTERESTS

Current			
Unit	Share of Vote	Standard Common Expense Liability	Landscaping Common Expense Liability
A (7 Wild Goose Ln.)	1/10	1/10	12.62%
B-1 (11 Wild Goose Ln.)	1/10	1/10	13.24%
B-2 (15 Wild Goose Ln.)	1/10	1/10	8.22%
C-1 (17 Wild Goose Ln.)	1/10	1/10	7.77%
C-2 (19 Wild Goose Ln.)	1/10	1/10	4.45%
C-3 (21 Wild Goose Ln.)	1/10	1/10	7.66%
D-1 (23 Wild Goose Ln.)	1/10	1/10	8.75%
D-2 (25 Wild Goose Ln.)	1/10	1/10	9.12%
E (16 Wild Goose Ln.)	1/10	1/10	14.44%
F (14 Wild Goose Ln.)	1/10	1/10	13.72%

Full Build-Out			
Unit	Share of Vote	Standard Common Expense Liability	Landscaping Common Expense Liability
A	1/12	1/12	TBD
B-1	1/12	1/12	TBD
B-2	1/12	1/12	TBD
C-1	1/12	1/12	TBD
C-2	1/12	1/12	TBD
C-3	1/12	1/12	TBD
D-1	1/12	1/12	TBD
D-2	1/12	1/12	TBD
E	1/12	1/12	TBD
F	1/12	1/12	TBD
G-1	1/12	1/12	TBD
G-2	1/12	1/12	TBD

FIRST AMENDMENT TO  
DECLARATION OF  
THE BACK NINE TOWNHOMES

Whereas:

- A. The Declaration of the Back Nine Townhomes (“Declaration”) was recorded in the real property records of Gunnison County, Colorado, on May 18, 2021, as Reception No. 676030;
- B. West Elk Properties, LLC, a Colorado limited liability company, is named as the Declarant in the Declaration;
- C. Pursuant to paragraph 13.1 of the Declaration, the Declarant holds the right to expand the Back Nine Townhomes by constructing up to 2 additional Units on “Parcel G,” (the “Development Right”);
- D. Pursuant to paragraph 15.1.f of the Declaration, the Development Right expires on March 6, 2027;
- E. The Declarant has requested a two-year extension of the deadline to exercise the Development Right, subject to the terms and conditions set forth in this First Amendment;
- F. Pursuant to the Colorado Common Interest Ownership Act (the “Act”), states that, upon the request of a declarant, the unit owners association may agree to an extension of the time period for exercise of a development right subject to whatever terms, conditions, and limitations the association may impose on the subsequent exercise of the development right. The extension of the development right and any terms, conditions, and limitations shall be included in an amendment to the declaration executed by the declarant and the association. C.R.S. § 38-33.3-210(5);
- G. Pursuant to the Act, and paragraph 17.4 of the Declaration, the approval of this First Amendment to extend the Development Right deadlines requires the affirmative vote of two-thirds of the Unit owners and the consent of Gunnison County;
- H. The requisite approval of the Unit owners was obtained in the manner required by the Act and the governing documents of The Back Nine Townhomes Association; and
- I. The requisite consent of Gunnison County has been obtained;

Upon full execution of this First Amendment to Declaration of Back Nine Townhomes by the Declarant, the Association, and Gunnison County, and recording of the same in the real property records of Gunnison County, Colorado, the Declaration of the Back Nine Townhomes shall be amended as follows:

- 1. The deadline for the Declarant to exercise the Development Right is extended to March 6, 2029; and
- 2. The Development Right is modified to allow the construction, on Parcel G, of one Unit (only one single-family dwelling may be constructed on Parcel G, and upon completion, Parcel G shall become Unit G, subject to the terms and conditions of the Declaration applicable to all Units within the Back Nine Townhomes).





**From:** [Kendall K. Burgemeister](#)  
**To:** [Rachael Blondy](#)  
**Subject:** RE: LUC-25-00012 Determination of Completeness  
**Date:** Monday, May 12, 2025 10:38:44 AM  
**Attachments:** [image001.png](#)

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**[EXTERNAL SENDER - USE CAUTION]**

Rachael,

The Back Nine Townhomes was established as a common interest community under the Colorado Common Interest Ownership Act (CCIOA) by the recording of the Declaration Establishing the Back Nine Condominiums on March 6, 2007. In that Declaration, the developer reserved the right, but not the obligation, to construct up to 12 dwelling units. To date, the developer has constructed and platted 10 of those dwelling units:

Date of Plat	Building	Style	Approval
3/6/2007	C	Triplex	LUC-07-00011
5/15/2007	E	Single Family	LUC-07-00021
5/15/2007	F	Single Family	LUC-07-00021
1/11/2008	A	Single Family	LUC-07-00066
3/6/2018	B	Duplex	LUC-18-00005
4/16/2019	D	Duplex	LUC-19-00011

The Back Nine Townhomes are situated on land that was originally approved for development as part of the adjacent Tomichi Condominiums (LUC 1981-44). Tomichi Condominiums was originally approved for up to 22 dwelling units. 10 units were constructed and platted as part of Tomichi Condominiums, which left available for development up to 12 units in The Back Nine.

In sum, by the construction of one final single-family dwelling, Back Nine will have 11 of the maximum allowable 12 dwelling units (91.6%), and Tomichi Condominiums and Back Nine Townhomes combined will have 21 of the maximum allowable 22 dwelling units (95.45%).

Because The Back Nine is governed by CCIOA, the developer's reservation of rights to subsequently construct and plat additional dwelling units must be subject to a time limit within which that right may be exercised. C.R.S. § 38-33.3-205(1)(h). Failure to include a time limit would render the development right void. *Silverview at Overlook, LLC v. Overlook at Mt. Crested Butte Ltd. Liab. Co.*, 97 P.3d 252 (Colo. App. 2004).

The Back Nine Declaration provided a 20-year limit for the developer to construct and plat up to 12 dwelling units. That time limit expires March 6, 2027. Because the time limit is contained in the Declaration, any extension requires an amendment, which must be approved by the members of the unit owners association, and, in this case, Gunnison County.

The developer approached the Association about presenting to the members a proposal to

amend the time limit. The developer's request explained the developer's intention to construct a single-family dwelling, and the rationale for doing so.

As shown on the Plat of Back Nine Townhomes, the structures closest to the parcel to be developed are all single-family. The parcel sits at the entrance to both the Back Nine and Tomichi Creek Subdivision, which is also a single-family dwelling development by the same developer. The developer expressed a desire to construct a dwelling that is compatible with the style of both developments and that provides a strong first impression to anyone entering these communities.

Because the developer expressed a desire to construct a single-family dwelling, and members of the Association had expressed a preference for a single-family dwelling, the proposal for the time limit extension included a condition that reflected all parties' stated preference—for the structure to be constructed under the extended timeline to be a single-family dwelling. The inclusion of a condition on approval of the time limit extension is expressly authorized by CCIOA. C.R.S. § 38-33.3-210(5).

If the Board of County Commissioners declined to consent to the covenant amendment due to concern for the decrease in density, the immediate effect is that the proposed amendment fails. Consequently, the developer would not be granted an extension of the time limit for completing its build-out of the project. There are a few possible outcomes:

1. The developer could rush development to meet the current deadline. Given that planning efforts to date have contemplated a single family dwelling, if construction was rushed for lack of a deadline extension, it seems more likely that the developer would construct a single-family dwelling. I do not represent the developer and I have asked the developer to provide their perspective directly to the County.
2. The developer could ask the Association to approve a time limit extension with no strings attached, but I cannot represent that the measure would pass. Based on a limited number of conversations with Association members, I can represent the measure would certainly not have the unanimous approval that the current proposal attained. If an extension with no conditions did gain association approval, it is still probable that the developer would construct a single-family dwelling, as that is their stated intention. In either situation, the developer would not require a land use change permit, rather they would simply be applying for a building permit.
3. It is theoretically possible, though admittedly much less likely, that the lack of extension would make it impossible for the developer to complete the project in the allowable time limit, and the development right expires with zero further units being constructed.

We would respectfully note that, under the original approvals of the Tomichi Condominiums and Back Nine Condominiums, the developers were never under any obligation to construct all 22 units. They could have stopped at significantly fewer units and the County would have

lacked any authority to compel further development.

We would also note that, under the current Land Use Resolution, a detached secondary residence or duplex is now an administrative review project that does not require a land use change permit. LUR 4-102.B.10 and 11. When there are no protective covenants or other restrictions to the contrary, the owner of any legal lot can choose to construct a single-family dwelling, duplex, or a primary and detached secondary residence. While we are certainly not familiar with every single building permit application submitted to the County, we are aware of a significant number of single-family dwellings that have been permitted without any plans for the addition of an attached or detached second dwelling unit. In short, the County routinely approves development that is less than the maximum allowable density, and we are unaware of any similar circumstance where the County forced a property owner to construct more than their desired number of dwelling units. It would set remarkable precedent to force maximum density in this instance—against the stated preference of the developer and the immediately surrounding community, and when greater than 95% of the originally contemplated density is already being achieved.

On behalf of The Back Nine Townhomes Association, we would respectfully request that the proposed covenant amendment be approved as presented.

Thank you,

Kendall Burgemeister  
Member | Law of the Rockies  
525 North Main Street  
Gunnison, CO 81230  
Tel: 970-641-1903 ext. 3  
kburgemeister@lawoftherockies.com  
www.lawoftherockies.com

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**From:** Rachael Blondy <RBlondy@gunnisoncounty.org>  
**Sent:** Wednesday, May 7, 2025 11:06 AM  
**To:** Kendall K. Burgemeister <kburgemeister@lawoftherockies.com>  
**Subject:** RE: LUC-25-00012 Determination of Completeness

Hi Kendall,

As we discussed on the phone, please provide a brief narrative outlining the expected sequence of events if BOCC were to deny the proposed covenant amendment regarding single-family versus duplex use. I will be referencing it in my memo to the BOCC.

Please have this to me no later than noon, May 12<sup>th</sup> so I can turn it around for the BOCC agenda deadline on May 13<sup>th</sup>.

Thank you!

Cheers,  
Rachael



**Rachael Blondy**  
Planner II  
Community and Economic Development  
221 N. Wisconsin St. Suite D  
Gunnison, CO 81230  
970.641.7932

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**From:** Rachael Blondy  
**Sent:** Thursday, April 17, 2025 12:29 PM  
**To:** [djmcelroy@msn.com](mailto:djmcelroy@msn.com); Kendall Burgemeister <[kburgemeister@lawoftherockies.com](mailto:kburgemeister@lawoftherockies.com)>  
**Subject:** LUC-25-00012 Determination of Completeness

Hello,

Please see attached for your Determination of Completeness. Thank you.

Cheers,  
Rachael



**Rachael Blondy**  
Planner II  
Community and Economic Development  
221 N. Wisconsin St. Suite D  
Gunnison, CO 81230  
970.641.7932

**From:** [Dale Schossow](#)  
**To:** [Rachael Blondy](#)  
**Subject:** LUC -25-00012  
**Date:** Wednesday, May 14, 2025 4:15:03 PM

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[EXTERNAL SENDER - USE CAUTION]

Rachael,

I am Dale Schossow and I live in Unit 25 of the Back Nine Townhome development. I, with my son, Nick Schossow purchased the shares (75%) of West Elk Properties from Bruce Rodan and we currently partner with Mark Lucas (25%) in West Elk Properties. When we purchased majority shares of what is know as Tomichi Creek, we also acquired the Development Rights for Parcel G, which is a part of the Back Nine development. Parcel G allows the construction of a single family home or a townhome dwelling.

When Nick and I bought the shares from Bruce Rodan we inherited the timeline constraint that was provided in the Declarations.

We have constructed and sold one spec home in Tomichi Creek, and have sold 3 lots in Tomichi Creek since our acquisition.

Our next speculative construction is planned for Parcel G which is located in the Back Nine development. The highest and best use for that parcel is a single family home, however we do have the right to build a townhome per the Declarations. The easement on the north side of the lot is large, and the footprint for a townhome would be cramped and the units would be very small, it would be difficult to adhere to the general architectural elevations that currently exist currently for the Back Nine Townhomes and Single Family homes.

Our timeline is tight given these parameters. We can meet the Development Rights timeline of January 2027, but we would all be better served if the Gunnison County Commissioners would approve an extension of 24 months, which the Back Nine HOA has already unanimously done .

With an approval of the extension request, we will continue to design and construct a Single Family product that is not only compatible with the Back Nine design and “look”, but to design and build a Single Family product that further enhances the Back Nine Development. This corner location is the first home anyone will see as they enter the Back Nine development and /or the Tomichi Creek development. This is the reason we have opted going with a Single Home as opposed to a Townhome. Additionally, all the contiguous properties to Parcel G are Single Family homes.

The attention to design, detail and construction of this product will require a minimum of two years to fully complete and we have begun preliminary design with our architect. We will not delay our construction process if we obtain an extension, but would greatly appreciate a 24 month extension to allow us time to pay closer attention to design AND to navigate the difficult timeline associated with construction. The constraints every builder and client

experiences currently in the Gunnison Valley, from weather, availability of sub-contractors, delivery of materials and lengthy building permit process can result in a 2 year timeline for construction alone. We don't want to rush planning and design strictly due to the existing Development Right timeline.

Thank you for your consideration, and please feel free to call me any time should you wish to discuss.

Last point...we can meet the existing timeline. If required, we will do so, but the overall quality of the design and construction would result in a far better "end product" for the Back Nine development if we could have this time constraint extended. We would appreciate your consideration and approval in our endeavor which the Back Nine HOA has unanimously approved.

Regards,

Dale Schossow,  
Manager, West Elk Properties

Dale Schossow  
Real Estate Broker

4643 S. Ulster St.  
Suite 500  
Denver CO 80237  
m: 303-919-7176



# THE BACK NINE TOWNHOMES GUNNISON COUNTY, COLORADO

**COMPLIANCE WITH CERTIFICATE OF APPROVAL**

The property described on this plat is subject to all the requirements, terms and conditions of Certificate of Approval No. \_\_\_\_\_, recorded at Reception No. \_\_\_\_\_ of the Records of the Clerk and Recorder of Gunnison County.

**GENERAL NOTES**

1. CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leashing, fencing or other physical constraint and any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. COLORADO "FENCE-OUT" REQUIREMENTS. Pursuant to C.R.S. 35-46-101 et seq, a property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
3. IRRIGATORS' RIGHT TO MAINTAIN IRRIGATION DITCH. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

**ATTORNEY'S OPINION**

I, Kendall K. Burgemeister, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein identified on this plat. Upon execution and recordation of this plat, such title will be vested in the owners set forth hereon, free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Matters in Patents recorded at Book 45 Page 39 and Book 101 Page 127.
2. Any matter related to inclusion of the property in the Dos Rios Division of the Gunnison County Water and Sewer District.
3. Declaration of Protective Covenants for Dos Rios Unit No.3, recorded at Book 521 Page 582, and amendments thereof recorded at Reception Nos. 479386 and 557682, to the extent that the same may affect the subject property.
4. Utility easement at Book 585 Page 185.
5. Grant of Easement at Book 713 Page 363.
6. Easement granted in the Dedication of Map of Tomichi Condominiums, Buildings A, B and C recorded at Reception Nos. 371960, 375534, 384636.
7. Easement for well house and water lines disclosed in Warranty Deed at Book 755 Page 25.
8. Easement at Reception No. 550980.
9. The effect of the Plats and Maps of The Back Nine Condominiums at Reception Nos. 573385, 575235, 581541, 652042, and 659561, to the extent not extinguished and superseded by this Plat.
10. Declaration Establishing the Back Nine Condominiums recorded at Reception No. 573386, and supplements thereto recorded at Reception Nos. 575236, 581542, 652043, and 659562, to the extent not extinguished and superseded by the Declaration of Protective Covenants for Back Nine Townhomes.
11. Grant of License at Reception No. 573614.
12. Grant of Easement at Reception No. 584209.
13. Right of Way and Easement at Reception No. 650816.
14. Any rights, claims, liens, defects, encumbrances, or easements not shown by the public records or first appearing in the public records or attaching subsequent to the effective date hereof.
15. Any and all unpaid taxes and assessments.
16. Matters shown on this plat.
17. The Declaration of Protective Covenants for Back Nine Townhomes, recorded 5-18, 2021, at Reception No. 676031.
18. Deed of Trust recorded April 23, 2018 at Reception No. 652790 for the benefit of Home Point Financial Corporation (Unit B-2).
19. Deed of Trust recorded April 24, 2020 at Reception No. 666200 for the benefit of Wells Fargo Bank, N.A. (Unit D-2).
20. Deed of Trust recorded March 28, 2018 at Reception No. 652354 for the benefit of Bay Equity LLC (Unit B-1).
21. Deed of Trust recorded March 16, 2018 at Reception No. 652209 for the benefit of Ark-La-Tex Financial Services, LLC (Unit E).

Dated this 4<sup>th</sup> day of May, 2021.

  
Kendall K. Burgemeister, Attorney Reg. No. 41593

**DEDICATION, CERTIFICATION, AND CONVEYANCE BY ASSOCIATION AND OWNERS**

Whereas, C.R.S. § 38-33.3-217(4)(a) and Section 17.4 of the Declaration Establishing the Back Nine Condominiums ("Declaration") authorize the amendment of the Declaration and the Map of the Back Nine Condominiums as previously supplemented (the "Condo Map") by vote or agreement of unit owners of units to which at least sixty-seven percent of the votes in the The Back Nine Condominiums Association ("Association"), including sixty-seven percent of the votes allocated to units not owned by a declarant, are allocated; and

Whereas, Section 17.4 of the Declaration states that "any such amendment shall be effective without the approval of the holders of any mortgages and/or Deeds of Trust encumbering the Units" and

Whereas, C.R.S. § 38-33.3-312(1) authorizes the Association to convey common elements upon agreement by persons entitled to cast sixty-seven percent of the votes in the Association, including sixty-seven percent of the votes allocated to units not owned by a declarant; and Whereas, the amendment of the Condo Map and conveyance of common elements to the unit owners as set forth on this Plat was approved by the requisite agreement of the unit owners as required by C.R.S. § 38-33.3-217(4)(a), Section 17.4 of the Declaration, C.R.S. § 38-33.3-312(1), and in accordance with the Bylaws of The Back Nine Condominiums and the Colorado Revised Nonprofit Act.

The Back Nine Condominiums Association, for itself and the following Owners of the property in the Back Nine Condominiums that is the subject of this Plat, as set forth in the following table:

UNIT	OWNER
A	E and J Investments, a Texas limited liability company
B-1	William Carter and Monica Carter, in joint tenancy
B-2	Jason Browder
C-1	B. Young Properties LLC
C-2	The Boon Living Trust, dated June 12, 2019
C-3	Marilyn E. Vokoun Declaration of Trust, dated No. 28, 1997
D-1	James A. Arneson and Joan A. Winton, in joint tenancy
D-2	Dale Schossow and Lindy Schossow, in joint tenancy
E	Allen E. Dixon and Jenni K. Dixon, in joint tenancy
F	The Allen Family Trust, dated May 30, 2008

in Gunnison County, Colorado, under the name of THE BACK NINE TOWNHOMES, has laid out, plat and subdivided the same as shown on this plat and does hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon, subject to any restrictions on such use that may be imposed by the Declaration of Protective Covenants for The Back Nine Townhomes and other Association Documents adopted pursuant thereto, hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon, and hereby permanently dedicates a blanket easement for the maintenance of existing utility lines in place as of this date.

The Back Nine Condominiums Association hereby quitsclaims and conveys to the following parties, all of its right, title, and interest in and to the corresponding portion of the property that is the subject of this plat as set forth below:

LOT	OWNER
A	E and J Investments, a Texas limited liability company
B-1	William Carter and Monica Carter, in joint tenancy
B-2	Jason Browder
C-1	B. Young Properties LLC
C-2	The Boon Living Trust, dated June 12, 2019
C-3	Marilyn E. Vokoun Declaration of Trust, dated No. 28, 1997
D-1	James A. Arneson and Joan A. Winton, in joint tenancy
D-2	Dale Schossow and Lindy Schossow, in joint tenancy
E	Allen E. Dixon and Jenni K. Dixon, in joint tenancy
F	The Allen Family Trust, dated May 30, 2008

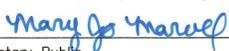
The Back Nine Condominiums Association

By:   
Monica Carter, President

The foregoing certification acknowledged before me in Gunnison County, State of Colorado, this 6 day of May, 2021, by Monica Carter, as President of The Back Nine Condominiums Association.

Witness my hand and official seal.

My Commission expires: 7-21-2021

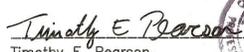
  
Mary Jo Marvel  
Notary Public

MARY JO MARVEL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20054028754  
My Commission Expires July 21, 2021

**SURVEYOR'S CERTIFICATE**

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this 4<sup>th</sup> day of May, 2021.

  
Timothy E. Pearson  
Colorado L.S. No. 34979



**BOARD OF COUNTY COMMISSIONERS' APPROVAL**

The within plat of The Back Nine Townhomes is approved this 18<sup>th</sup> day of May, 2021, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

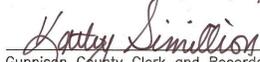
  
Chairperson, Gunnison County Board of Commissioners

Attest:   
Kathy Simillion  
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 18<sup>th</sup> day of MAY, 2021, Reception Number 676031, Time 3:31 PM, Date 5/18/2021

  
Kathy Simillion  
Gunnison County Clerk and Recorder



Gunnison County, CO  
5/18/2021 3:31:57 PM  
305  
676029  
Page 1 of 2  
R 23.00 D [fee:doc]

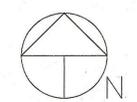
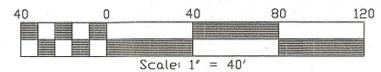
PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 20-4-3	DATE : 9/9/20 LATEST REVISION DATE : 5/3/21 SHEET 1 OF 2
---	--

# THE BACK NINE TOWNHOMES GUNNISON COUNTY, COLORADO



CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	88.39	56.62	S 12°20'29" W	55.66
C2	25.47	25.02	S 22°07'01" W	24.02



- LEGEND**
- Found aluminum cap monument stamped "LS 11250"
  - Found rebar with aluminum cap stamped "LS 11250"
  - Found PK nail with disc stamped "LS 11250"
  - Found rebar with plastic cap stamped "LS 33647"
  - △ Found PK nail with washer stamped "LS 33647"
  - Property line — subject property
  - - - Easement line
  - Townhome unit boundary

- SURVEY NOTES:**
- Property was located by field measurements from the south quarter corner of Section 10. Basis of bearings is astronomic north as determined by solar observations.
  - This leg was forced to the southwest corner of Lot 74, Dos Rios Unit 3, plat filed at Reception No. 331760, per deed call.
  - This leg forced along the boundary of Lot 74 per said plat.
  - The Private Golf Cart & Pedestrian Easement depicted is for the use of Back Nine Townhomes and Tomichi Creek Subdivision owners.

Gunnison County, CO  
5/18/2021 3:31:57 PM  
305  
676029  
Page 2 of 2  
R 23.00 D [fee:doc]

PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 20-4-3	DATE : 8/11/20 LATEST REVISION DATE : 5/3/21 <b>SHEET 2 OF 2</b>
---	--

TOMICHI CONDOMINIUMS  
BUILDINGS A, B, AND C  
RECEPTION NO. 371960

TOMICHI CONDOMINIUMS  
BUILDING D  
RECEPTION NO. 375534

TOMICHI CONDOMINIUMS  
BUILDING E  
RECEPTION NO. 384636

**SURVEY NOTES:**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Lot Cluster Application; LUC-25-00009; Parcels 370

---

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicants, Donald and Victoria Archuleta, request a lot cluster of Parcel 3701-250-00-105 and Parcel 3701-250-00-114.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

**Submitter's Email Address:** rblondy@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/6/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/20/2025

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COMMUNITY & ECONOMIC  
DEVELOPMENT

Rachael Blondy, Planner II

(970) 641-7932

rblondy@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-25-00009 | Lot Cluster | Donald and Victoria Archuleta**

**Memo Date: May 13, 2025**

**Meeting Date: May 20, 2025**

The Applicants, Donald and Victoria Archuleta, request a lot cluster of [Parcel 3701-250-00-105](#) and [Parcel 3701-250-00-114](#), as shown in Exhibit A.

*Site Plan*. The Applicant currently uses the two parcels, which are .16 miles north of County Road 13, as a single property and desires for the existing lot lines to be vacated.



Staff reviewed the application, which was found to comply with the standards of [Land Use Resolution](#) Sec. 5-104.M, *Application Form for Lot Cluster*. Additionally, the application complies with all applicable standards found in LUR Section 5-103. The resulting 2.3 acre lot will be compatible with the residential character that currently exists.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The application was sent to Gunnison County Public Works and the City of Gunnison for referral on April 11, 2025. The City reviewed and had no comments. County Public works stated that the resulting lot cluster with two existing access points meets their standards. The County Attorney's Office reviewed the application on April 10, 2025 for legal sufficiency.

Thank you,  
Rachael Blondy

#### **Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00009. Click on "Attachments".

- A. Site Plan
- B. Lot Cluster Agreement



Donald + Victoria Archakata Lot Cluster

Owner Kelland Davis + Carol Gold Pain  
423 County Road 13

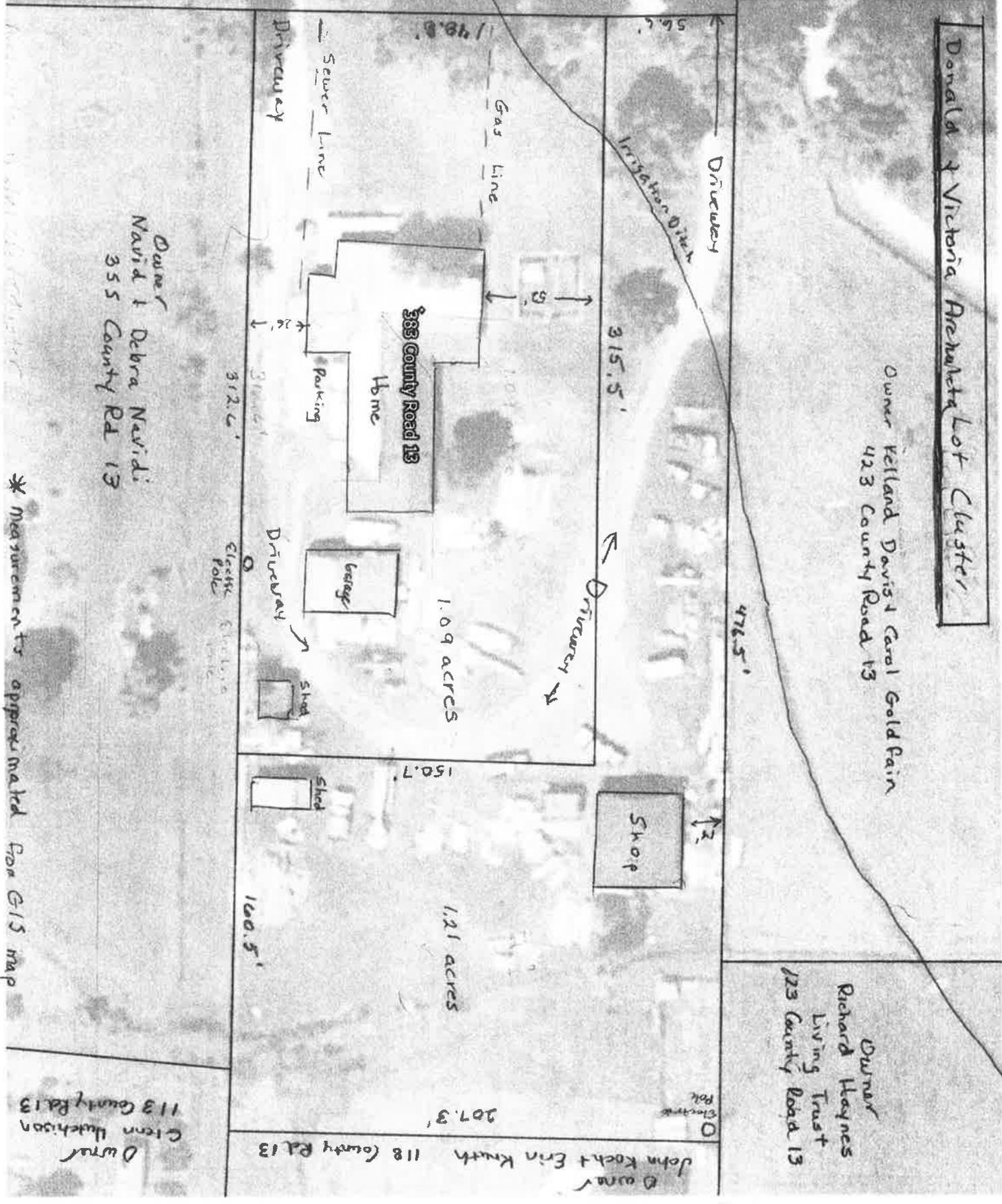
Owner Richard Hoynes  
Living Trust  
123 County Road 13

Owner John Koch + Erin Knuth  
118 County Rd 13

Owner Green Hutchison  
113 County Rd 13

Owner David + Debra Navidi  
355 County Rd 13

\* Measurements approximated from GIS map





**LOT CLUSTER AGREEMENT AND DECLARATION**

Date of Meeting \_\_\_\_\_ ( filled in by staff)

**THIS LOT CLUSTER AGREEMENT AND DECLARATION** is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Donald J. Archuleta  
(Owner)

Victoria R. Archuleta  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

1.09 acres in Section 25 Township 50N Range 1W

AND

1.021 acres in Section 25 Township 50N Range 1W

and any adjacent street or alley that is or may be vacated,  
County of Gunnison  
State of Colorado

- 2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
- 2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 11-18-24 Donald J Archuleta  
 Owner

Date: 11-18-24 Victoria R Archuleta  
 Owner

Date: \_\_\_\_\_  
 Owner

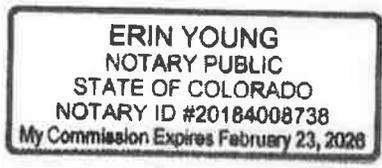
Date: \_\_\_\_\_ NONE  
 Mortgage or Lien Holder

STATE OF COLORADO )  
 )ss  
 COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November 20<sup>24</sup>  
 by Donald J. Archuleta and Victoria R. Archuleta (Owner/s).

Witness my hand and official seal.  
 My Commission expires: Feb 23, 2026

Erin Young  
 Notary Public  
 Address: 303 N. Main St.  
Gunnison CO 81230



STATE OF COLORADO )  
 )ss  
 COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_  
Commissioner

**Board of County Commissioners  
Gunnison County, Colorado**

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder



To request that the Assessor consider your vacant parcel for reclassification, please complete this application, sign it, and return it to the Gunnison County Assessor's Office. If you are requesting reclassification for more than one vacant parcel, please submit a separate application for each one.

In order for your vacant parcel to be considered for reclassification for the current tax year, this application must be submitted to the Gunnison County Assessor's Office no later than June 1<sup>st</sup>. Applications submitted after this date will be considered for the following tax year.

PLEASE PRINT

**SUBJECT VACANT PARCEL**

**EXISTING RESIDENTIAL PARCEL**

Assessor's account number:
R041462
Legal description:
1.21 Acres in Section 25
Township 50 N Range 1 W
Owners of record (please list all names):
Donald J. Archuleta
Victoria R Archuleta

Assessor's account number:
R010187
Legal description:
1.09 Acres in Section 25
Township 50 N Range 1 W
Owners of record (please list all names):
Donald J. Archuleta
Victoria R. Archuleta

The SUBJECT VACANT PARCEL above is contiguous to the EXISTING RESIDENTIAL PARCEL above, based on the following condition (please check one):

- The parcels physically touch
- The parcels are separated by a local street or alley
- The parcels are separated by part of the common element in a common-interest community

The SUBJECT VACANT PARCEL above contains the following improvement(s) that are essential to the use of the residential improvement on the EXISTING RESIDENTIAL PARCEL above (please check all that apply):

- Driveway
- Parking space
- Accessory structure (please specify): Shop
- Installed utilities (please specify): \_\_\_\_\_
- Other (please specify): \_\_\_\_\_

Owner's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email address: donin.pitkin@gmail.com

Phone: 970-642-3957

**ASSESSOR'S OFFICE USE ONLY**

Reviewed by: \_\_\_\_\_

Approved: YES  NO

Effective date: \_\_\_\_\_

