

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

**DATE:** Tuesday, June 17, 2025

**Page 1 of 3**

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

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

8:30 am

- Call to Order
- Special Event Liquor Permit 3-2025; Gunnison River Festival; 6/21/2025 from 10:00 am to 4:00 pm
- Adjourn

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:**

8:31 am

- Call to Order
- Resolution; Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2025 and Amending the Appropriation Resolution
- Adjourn

**GUNNISON COUNTY HOUSING AUTHORITY MEETING:**

8:33 am

- Call to Order
- Weatherization Funding Agreement between Energy Outreach Colorado Efficiency LLC, Vendors, and Property Owners; Gunnison Windows & Mueller Construction; Facilities; 6/6/2025 to 6/12/2026; \$132,537.60
- Adjourn

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

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
  1. May 20, 2025 Regular Meeting
  2. June 3, 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. Federal Fiscal Year End Funding Agreement; 24-HTS-ZL-00208; Colorado Department of Transportation; 10/1/2023 to 9/30/2024; \$125,272.50
  2. Funding Request; Energy Outreach Colorado 2025-2026 Bill Payment Assistance Funding Request; Health and Human Services; \$12,900
  3. Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GH CETSA); Gunnison County Representative change

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

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

**DATE:** Tuesday, June 17, 2025

**Page 2 of 3**

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

4. Acknowledgment of County Manager's Signature; MTCE Noxious Weed Contract; Colorado Department of Transportation; Public Works; 7/1/2025 to 6/30/2030; \$148,500
5. Subcontractor Agreement; Gunnison Valley Health; Sheriff's Office; 1/7/2025 to 6/30/2025; \$159,565
6. Lease Agreement; Bishop of Pueblo; Clerk & Recorder; 11/3/2025 to 11/4/2025; \$1,300
7. Letter of Support; Mountain Express' (MX) Federal Transit Administration (FTA) Section 5339(b) Funding Application
8. State of Colorado Intergovernmental Agreement; Colorado Department of Early Childhood; CT QAAA 2026-TBD; 7/1/2025 to 6/30/2026; \$69,000
9. Restrictive Covenant; LUC-23-00009; Ridgeline Vantage; Weber
10. Restrictive Covenant; LUC-24-00010; Ridgeline Vantage; Horowitz
11. Ratification; Gunnison County Communications Director Employment Agreement; P. Schmitz; 7/14/2025
12. Ratification; Gunnison County Chief Financial Officer Employment Agreement; M. LaMonica; 6/9/2025
13. Third Amendment to Professional Services Agreement; CBS Accounting, LLC; 10/30/2024 to 4/30/2026; \$24,000
14. Resolution; Amending the Gunnison County Budget for Fiscal Year 2025 and Amending the Appropriation Resolution
15. Delinquent in Payment; Dos Rios, Antelope Hills, Somerset, ad North Gunnison Divisions of the Gunnison County Sewer and Water District

8:40 am

- County Manager's Reports

8:45 am

- Proclamation; Scott Morrill Day

8:55 am

- Setting of Processing Fee under Colorado Special District Act

9:00 am

- County Forest Payment Allocation

9:05 am

- County Application for Semiannual Payment; Colorado Division of Veteran Affairs; State Fiscal Year 2024-2025 Designation

9:10 am

- Port-a-potty Funding Request; Daniel's Hill; \$1,725

9:15 am

- Condominium Replat; LUC-25-00015; KJM Condos

9:20 am

- Impact Fee Discussion

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

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

**DATE:** Tuesday, June 17, 2025

**Page 3 of 3**

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

9:25 am

- Vouchers and Transfers
- Treasurer's Report

9:30 am

- Building Permit Fee Discussion; Follow-up from Public Hearing
  1. A Resolution Amending the 2021 Editions of the International Building Code and International Residential Code
  2. A Resolution Establishing a Schedule of Building Permit Fees

10:30 am

- Break

10:40 am

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

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:**

11:00 am

- (See separate agenda)

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

11:30 am

- Call to Order
- Board of Health Member Colorado Department of Public Health and Environment (CDPHE) Training
- Adjourn

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

**ZOOM MEETING DETAILS:**

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

One tap mobile

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

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

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

---

**Agenda Item:** Special Event Liquor Permit 3-2025; Gunnison River

---

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison River Festival Special Event

**Fiscal Impact:**

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

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

---

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

SPECIAL EVENT LIQUOR PERMIT 3-2025

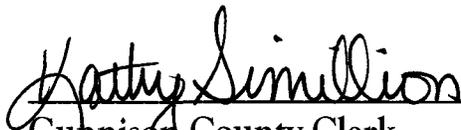
to sell/serve malt, vinous, and spirituous liquor for on-premises  
consumption at Arrowhead Volunteer Fire Department, Cimarron, Colorado.

GUNNISON RIVER FESTIVAL  
38130 HIGHWAY 50  
GUNNISON, COLORADO 81230

Fee \$100.00

Effective: 06.21.2025 from 10:00 a.m. to 4:00 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.

  
Gunnison County Clerk

Kathy Simillion

Date

Board of County Commissioners Date

# Application for a Special Events Permit

**received**  
5-20-25  
18

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)

Gunnison River Festival

Mailing Address of Organization or Political Candidate

210 W. Spencer Ave

City	State	ZIP Code
<span style="border: 1px solid black; display: inline-block; width: 660px; height: 25px; vertical-align: middle;">Gunnison</span>	<span style="border: 1px solid black; display: inline-block; width: 40px; height: 25px; vertical-align: middle;">CO</span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 25px; vertical-align: middle;">81230</span>

Address of Place to Have Special Event

Gunnison Whitewater Park

City	State	ZIP Code
<span style="border: 1px solid black; display: inline-block; width: 660px; height: 25px; vertical-align: middle;">Gunnison</span>	<span style="border: 1px solid black; display: inline-block; width: 40px; height: 25px; vertical-align: middle;">CO</span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 25px; vertical-align: middle;">81230</span>

Authorized Representative of Qualifying Organization or Political Candidate

Hayden Lilly Daiber

Date of Birth (MM/DD/YY)	Phone Number
<span style="border: 1px solid black; display: inline-block; width: 420px; height: 25px; vertical-align: middle;">11/02/1993</span>	<span style="border: 1px solid black; display: inline-block; width: 420px; height: 25px; vertical-align: middle;">413-695-7890</span>

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

129 County Rd 11

City	State	ZIP Code
<span style="border: 1px solid black; display: inline-block; width: 660px; height: 25px; vertical-align: middle;">Gunnison</span>	<span style="border: 1px solid black; display: inline-block; width: 40px; height: 25px; vertical-align: middle;">CO</span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 25px; vertical-align: middle;">81230</span>

Event Manager

" Hayden Lilly Daiber "

Date of Birth (MM/DD/YY)

" " 11/02/1993

Phone Number

" " 413-695-7890

Event Manager Home Address

" " 129 County Rd 11

City

Gunnison

State

CO

ZIP Code

81230

Email Address of Event Manager

Gunnisonriverfest@gmail.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

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

6/21/25

From:

11am

To:

4pm

Date

From:

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

Executive Director

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

5/19/25

## 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

Gunnison County Clerk

Signature

*[Handwritten Signature: Kathy Simillion]*

Date (MM/DD/YY)

5-20-2025

Do Not Write in this Space - For Department of Revenue Use Only

## Liability Information

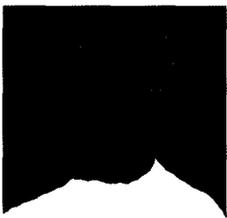
License Account Number

Liability Date

State

Total

-750 (999) \$ .00



Public Works

Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044  
mschmidt@gunnisoncounty.org

## White Water Park Permission to Use

Date: 5/19/2025

### Gunnison River Festival Board

Your request to serve alcohol at the Whitewater Park during the Gunnison River Festival Beer Garden and associated activities to be held on June 21, 2025 between 12:00pm and 3:30pm at the County's Whitewater Park is approved with the following conditions:

1. Proof of general liability insurance with a rider for the sale of alcohol will be provided no later than 5 days prior to the event; this must be for coverage of: (a) at least \$150,000 for injury to one person in any single occurrence; and (b) \$500,000 for an injury to two or more persons in any single occurrence; with, as additional insured:

Gunnison County, and, its and their officials, agents and employees.

Please note: Neither the requirement of insurance nor the provision of insurance is or shall be construed to be a waiver of the requirements of the Governmental Immunity Act or of governmental immunity by Gunnison County.

2. At least 30 days prior to the event, you need to make application to Gunnison County Community Development for a "Special Events Liquor Permit".

3. State regulations regarding serving alcohol, including service to minors and to those who may be intoxicated must be enforced.

4. You agree to monitor and take necessary steps to avoid any harm or injury that may result to persons or property. If County staff deems that either is in danger, we reserve the right to call law enforcement.

5. This event is one of the five events per year which have been approved by the Gunnison County Community Development Office pursuant to the White Water Park Land Use Change Permit.

The Gunnison River Whitewater Park is owned by the Gunnison County Board of County Commissioners and is under the jurisdiction of the Gunnison Crested Butte Airport. The majority of the land between feature 1 and 2 lies within the Runway Protection Zone (RPZ). Due to this designation, there can be no activity that attracts people to congregate in the RPZ or causes interference to the operation of the Airport, at the discretion of the Airport Director.

Martin Schmidt

Assistant County Manager for Public Works

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

**Agenda Item:** Resolution; Amending the Gunnison River Valley Local Marketing District Budget

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

2025 Mid-Year Budget Amendment Resolution LMD

**Fiscal Impact:**

**Submitted by:** Ana Canada

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/6/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/6/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/6/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT  
RESOLUTION NO. 2025-\_\_

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL  
MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE  
APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley  
Local Marketing District for fiscal year 2025 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley  
Local Marketing District, that a supplemental budget and appropriation resolution be adopted  
in the following respects:

1. Local Marketing District Fund. The expenditures are increased in the amount of  
\$59,852 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be  
deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local  
Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary  
amendments and supplements to the budget adoption and appropriation resolutions -  
Resolution Nos. 2024-1 and 2024-2 respectively - for the Gunnison County Local Marketing  
District for the fiscal year beginning January 1, 2025 and ending December 31, 2025; but  
except as specifically provided for herein, to make no further changes in the budget adoption  
or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by  
Commissioner \_\_\_\_\_, and adopted this 17<sup>th</sup> day of June 2025.

GUNNISON RIVER VALLEY  
LOCAL MARKETING DISTRICT

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

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

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

Attest:

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

Appendix A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
91810000	57801		ADD NEW GRANT FUNDS TO ECC	BJE 579	59,852			91	EXP
			<b>HOUSING FUND REVENUES</b>		<b>59,852.00</b>	<b>-</b>	<b>59,852.00</b>		

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

**Agenda Item:** Weatherization Funding Agreement between Energy Ou

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

\$131,052.84 Grant from Energy Outreach Colorado to replace windows and improve ventilation at Mountain View Apartments

**Fiscal Impact:** 132,537.60

**Submitted by:** John Cattles

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

**WEATHERIZATION FUNDING AGREEMENT  
BETWEEN  
ENERGY OUTREACH COLORADO EFFICIENCY LLC,  
VENDORS, AND PROPERTY OWNER  
(the “Agreement”)**

**Mountain View Apartments**

**EFFECTIVE DATE:** June 6, 2025 (the “Effective Date”)

**COMPLETION DATE:** June 1, 2026 (the “Substantial Completion Deadline”)  
June 12, 2026 (the “Final Completion Deadline”)

**PARTIES:**

**Energy Outreach Colorado Efficiency, LLC**  
Attention: Luke Ilderton, Executive Director  
Telephone: (303) 226-5059  
Facsimile: (303) 825-0765  
E-Mail : lilderton@energyoutreach.org

<p><b>Property Owner: Gunnison County Housing Authority</b> Address: 200 E Georgia Ave, Gunnison, CO 81230 Contract Signer: Matthew Birnie Email: mbirnie@gunnisoncounty.org Telephone: 970-641-0248  (“Property Owner”)</p>	
<p><b>Vendor: Gunnison Windows</b> Address: 401 S Main St, Gunnison, CO 81230 Contract Signer: Patrick Willrodt Email: mountainwindows1@gmail.com Telephone: 970-641-2844  (“Vendor”)</p>	<p><b>Vendor: Mueller Construction</b> Address: P.O Box 7100, Gunnison CO 81230 Contract Signer: Kenneth Mueller Email: kmuconst@gmail.com Telephone: (817) 528-8812  (“Vendor”)</p>

This Agreement is executed by and among Energy Outreach Colorado Efficiency (EOCE), Property Owner and, collectively, jointly, and severally, the Vendors named above, which are referred to herein as the “Vendor” as of the Effective Date.

### **RECITALS**

A. EOCE, as a wholly owned subsidiary of Energy Outreach Colorado, a Colorado nonprofit corporation, exempt from taxation under Internal Revenue Code § 501(c)(3) (“EOC”), is a funding recipient of certain grant agreements with the State of Colorado Energy Office (“CEO”) and is authorized to distribute funds identified by CEO to provide weatherization enhancements to qualified residential facilities. EOCE, as a funding recipient, acts in an administrative role to reimburse Vendor for the cost of performing weatherization enhancements, but is not, by virtue of administering the funds, providing construction advice or expertise.

B. Property Owner has submitted a complete Colorado Energy Office Multi-Family Weatherization Assistance Program Application (“Application”), which is incorporated herein by reference, and seeks to have Vendor perform certain weatherization enhancements to the Improvements on the Property (as those terms are defined below). EOCE has approved Property Owner’s Application and conducted an energy audit of the Improvements using the DOE’s Savings-to-Investment ratio (SIR) modeling software. The modeling software and EOCE’s Energy Auditors have identified and prioritized potential weatherization enhancements.

C. Vendor has participated in EOCE’s procurement and request for proposal process and was selected to provide weatherization enhancement Work on behalf of Property Owner in exchange for payment from EOCE for the cost of weatherization enhancements.

D. The parties have agreed to enter into this Agreement to address the rights, obligations, and requirements necessary for Property Owner to receive the weatherization enhancements funds provided by EOCE, administered by EOCE, and performed by Vendor.

### **AGREEMENT**

In consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **PROPERTY.** Property Owner seeks weatherization enhancements and Vendor agrees to perform said weatherization enhancements to the Improvements located at the street address of 317 N Spruce St #111, Gunnison, CO 81230, more commonly known by the facility name of Mountain View Apartments (the “Property”).

2. **DESIGNATED REPRESENTATIVE.**

(a) Each party shall establish a designated representative who is authorized to act on behalf of that party and who is the single point of contact for communication with other parties (“Representative”). Each party shall notify all others if the Representative changes.

(b) The “EOCE Representative” is Max Kaye.

- (c) The “Vendor Representative” is as set forth above.
- (d) The “Property Owner Representative” is as set forth above.

### 3. DEFINITIONS.

(a) ***Specific Definitions.*** In addition to the terms defined above and elsewhere in this Agreement, the following capitalized terms shall have the meanings respectively assigned to them:

“Approved Change Order” means any written change order submitted by Vendor for a change in the Work that has been accepted, in writing, by Property Owner, EOCE, and Vendor.

“Approved Recycled Materials” means materials approved under the 10 C.F.R. Part 440, Appendix A, Standards for Weatherization Materials.

“Commissioning Agent” means a party hired by Property Owner to ensure maximum energy efficiency is achieved.

“Contract Sum” means the sum of the Funding Amount plus Contribution Amount, subject to increase or decrease by an Approved Change Order.

“Contribution Amount” means that portion of the Contract Sum to be paid by Property Owner for the Work as described in Section 10(l) hereof, subject to increase or decrease by an Approved Change Order.

“Cost of the Work” means Vendor’s actual cost of labor, materials, and other costs directly attributed to the Work and includes all overhead, profit, and general conditions costs.

“Debarment” means any action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds, pursuant to the provisions of 31 U.S.C. 6101, note, Executive Order 12549, Executive Order 12689, 48 C.F.R. 9.404, and each agency’s codification of the common rule for non-procurement, suspension and debarment.

“DOE” means the U. S. Department of Energy.

“Exhibit A” means Exhibit A to this Agreement, which contains the description and sequence of the Work and Funding Amount.

“EOCE Inspection” means the inspection EOCE performs to determine whether the Work is in general conformance with this Agreement.

“Final Completion” has the meaning given to it in Section 12(q) hereof.

“Force Majeure Event” means any Act of God, unprecedented weather event, act of war, terrorism, riot, or other event beyond the reasonable control of Vendor, unforeseeable and not due to the acts, errors or omissions of Vendor or its subcontractors or suppliers at any level.

“Funding Amount” means the maximum amount of money EOCE may pay for the Work identified in Exhibit A, subject to increase or decrease by Approved Change Order.

“Inspection by CEO” means the inspection CEO performs to determine that the Work is in compliance with Federal requirements.

“Grant Agreement CTGG1 EFAA 25-0256” means the Grant Agreement EOCE signed with CEO, and effective as of July 1, 2024.

“Hazardous Material” is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or cleanup.

“Improvements” means the equipment, buildings, and fixtures on the Property subject to weatherization enhancements.

“Income Qualified Property” means property meeting the conditions of the Grant Agreements, Exhibit A, Section III.1.1.

“Payment” means EOCE’s money payment to Vendor of the Cost of the Work, in an amount not exceeding the Funding Amount, to Vendor.

“Payment Request” means Vendor’s request for Payment.

“PMI” means “per manufacturer’s instructions.”

“Preparatory Repair” means the repairs required to be complete before the Work may commence.

“Repairs” means labor or materials expended to fix defects identified during EOCE or CEO Inspection.

“Synopsis” means a summary of the Work.

“Tenant” means individuals or families residing on the Property.

“Term” of this Agreement is the period of time between the Effective Date and Final Completion.

“Work” means the scope of work, described in Exhibit A and Exhibit A-1, that Vendor shall perform.

**4. RELATIONSHIP OF PARTIES.** No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venturer, or partner of the other.

5. **INTERPRETATION.** In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) “include” or “including” means including without limiting the generality of any description preceding such term, (iii) the word “or” is not exclusive, (iv) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits attached hereto, which are incorporated herein by this reference, as the same may be amended from time to time, and (v) references to law, code, or statute, means reference to the most updated version, as may be amended from time to time. If any contradiction, discrepancy, ambiguity, or inconsistency between the terms of this Agreement and the terms of any other incorporated document or exhibit, the parts of this Agreement shall have the following precedence, in descending order:

- (a) referenced State or Federal Statute or Code provisions;
- (b) referenced provisions in the Grant Agreements;
- (c) this Agreement; and
- (d) exhibits to this Agreement.

For purposes of this Agreement, the term “Contract Documents” means and refers to this Agreement, the Grant Agreements, all plans, and specifications for the Work to be performed by Vendors and its subcontractors at any level, and all exhibits, schedules, and other attachments to this Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Capitalized terms used in this Agreement but not defined herein shall have the meanings given them in the other Contract Documents. To the extent Vendor becomes aware of any direct conflict or inconsistency between any of the Contract Documents, the Vendor shall immediately notify the Property Owner and EOCE and their respective representatives that clarification has been requested. Conflicts or discrepancies among the Contract Documents shall be resolved in the following order of priority: (1) this Agreement and all related addenda, exhibits, schedules, and other attachments thereto; (2) amendments and revisions of later date take precedence over those of earlier dates; (3) Supplementary Conditions, if any; (4) the General Conditions, if any; (5) Drawings and Specifications: Drawings govern Specifications for quantity and location and Specifications govern Drawings for quality and performance. In the event of ambiguity in quality or quantity, the greater quantity and quality shall govern; and (6) bigger dimensions govern scale dimensions and large-scale Drawings govern small scale Drawings.

6. **COMPUTATION OF PERIOD OF DAYS.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (“Holiday”), such deadline shall be extended to the next day that is not a Saturday, Sunday, or Holiday.

7. **TIME.** Time is of the essence. Vendor shall perform its Work in accordance with the Project schedule attached hereto as **Schedule No. 2** and incorporated herein by this reference. No deviation from the Project schedule shall be permitted unless the same has been approved in writing pursuant to an Approved Change Order or is the result of a Force Majeure Event.

**8. COMPLIANCE WITH GRANT AGREEMENTS.**

(a) CEO and EOC Colorado have entered into Grant Agreements. These documents and their respective exhibits will be provided to anyone upon request and hereto and collectively incorporated herein by reference (“Grant Agreements”).

(b) Property Owner and Vendor shall be bound to EOCE by all terms of the Grant Agreements, and assume all the obligations and responsibilities that EOCE has assumed under the Grant Agreements, including but not limited to the following sections of the Grant Agreements:

- (1) Section 3 (D): CEO Weatherization Rules and Regulations;
- (2) Section 6: Statement of Work;
- (3) Section 9: Grantee Records;
- (4) Section 10: Confidential Information – State Records;
- (5) Section 11: Conflicts of Interest;
- (6) Section 12: Representations and Warranties;
- (7) Section 13 (B): Insurance (Sub-Grantees) and (C): Certificates;
- (8) Section 15: Remedies (only to the extent consistent with this Agreement);
- (9) Section 17: Rights in Data, Documents, and Computer Software;
- (10) Section 18: Governmental Immunity;
- (11) Section 21: Colorado Special Provisions;
- (12) Any further Exhibits to Grant Agreement CTGG1 EFAA 25-0256; Statement of Work to Grant CTGG1 EFAA 25-0256 between CEO and EOC and/or EOCE

(c) Neither Property Owner nor Vendor is entitled to the rights provided to EOC Colorado and/or EOCE in the Grant Agreements. Property Owner and Vendor are entitled only to the rights provided by this Agreement.

**9. PROPERTY OWNER’S REPRESENTATIONS AND WARRANTIES.** Property Owner represents and warrants that:

(a) all representations and warranties made in the Application are true, correct, and complete, and will be true, correct, and complete at Final Completion;

(b) the execution, delivery, and performance of this Agreement has been approved by all necessary parties, and Property Owner has, or shall have at the time the Work is performed, all governmental approvals required hereunder.

## 10. PROPERTY OWNER'S OBLIGATIONS

(a) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be designed and delivered in compliance with all federal statutes and regulations, administrative codes and policies, and local ordinances and policies including, but not limited to, the following:

(1) ***Privacy Act of 1974.*** Property Owner shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Property Owner waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) ***Discrimination/Sexual Harassment.*** Property Owner shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(b) ***Cooperation in Procurement.*** EOCE will be responsible for selecting Vendors to perform the Work. However, EOCE may need assistance from Property Owner with procurement, which Property Owner shall not unreasonably withhold such assistance.

(c) ***Cooperation with Reporting.*** EOCE may require additional reporting from Property Owner not identified in this Agreement and Property Owner shall fully cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(d) ***Access to Work.*** Property Owner shall fully cooperate with Vendor in providing access to those portions of the Property necessary for Vendor to accomplish the Work and for EOCE and CEO to conduct inspections and do so in a manner that does not reasonably interfere with the Tenants.

(e) ***Maintenance; Operation; Training.*** Property Owner shall maintain and operate the weatherization enhancements in conformance with all relevant codes and best practices, and train its staff and Tenants, if applicable, on the proper operation and maintenance of installed equipment. EOCE shall provide educational resources to Property Owner and Tenants on energy conservation and proper operations and maintenance of new equipment, but Property Owner shall be solely responsible for all operations, maintenance, and training.

(f) ***Synopsis.*** Property Owner shall provide notice to all Tenants of Work that is expected to be performed on the Property, and an expected schedule of the Work, within 30 days

after the Effective Date. Property Owner shall immediately provide the same notice to all Tenants who begin renting before the completion of the Work.

(g) **Common Areas.** Property Owner shall conspicuously post in a communal area (i) an EPA-lead safe renovation poster and (ii) the Synopsis.

(h) **Income Qualified Status Maintained.** The Property Owner shall ascertain that the Property is not converted, or attempted to be converted, to a non-Income Qualified Property, during the Term of this Agreement.

(i) **Occupancy.** Within 180 days after Final Completion, Property Owner shall take reasonable efforts to ensure Tenant occupancy of any dwelling units that Property Owner has previously identified as “vacant-eligible” for eligibility determination purposes.

(j) **Rent.** As referenced in this Section, “Rent” means the Tenant’s monthly payment to Property Owner (non-subsidized housing) or the contract rent (subsidized housing), and “Rent Increase” means an increase, within 12 months after Final Completion, in the amount of Rent paid by a Tenant or Prospective Tenant.

(1) Property Owner shall not increase the Rent amount as a result of the Work, except if the Property Owner performs improvements other than the Work completed on or after the date of this Agreement and which directly benefit the Tenants.

(2) Property Owner shall notify EOCE of all Rent Increases and complaints filed by a Tenant resulting from a Rent Increase; and

(3) Property Owner shall maintain and operate the completed Work at no cost to the tenant. The foregoing notwithstanding, each tenant at the Property shall remain obligated to pay rental under its lease with Property Owner as and when the same becomes due and payable.

(k) **Conditions upon Property Sale.** If the Property is sold within two years after Final Completion, Property Owner shall assign the obligations contained in this Agreement to the Property’s purchaser and provide notice to EOCE and Tenants of the purchaser’s agreement to comply with this Agreement. If within two years after Final Completion, Property Owner enters into an agreement to sell the Property, Property Owner shall immediately provide notice to EOCE. If the terms of any such agreement conflicts with this Agreement, the provisions of this Agreement shall govern.

(l) **Property Owner’s Contributing Payment for the Work.** Property Owner’s obligation, if any, to pay for any portion of the Work is included in Exhibit A1: “Approval Request Document” (“Contribution Amount”). If applicable, EOCE shall forward the Vendor’s Request for Payment along with EOCE’s invoice to the Property Owner for the Property Owner’s payment. Property Owner shall pay to EOCE the Contribution Amount, less any required retainage or other amounts properly withheld by Property Owner, within 10 business days of Property Owner’s receipt of the Vendor’s Request for Payment.

(m) **Property Owner’s Tax Obligations.** Property Owner shall pay all taxes and duties however designated, including all use, rental, receipt, personal property, value added, and

other taxes, that may be levied or assessed in connection with Property Owner's possession, receipt, or use of the weatherization enhancement Work performed on the Property.

(n) **Lead-Based Paint.** For Improvements constructed before 1978, Property Owner shall, in coordination with EOCE Representatives, provide each Tenant with EPA brochure titled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." Prior to commencement of the Work, Property Owner shall obtain signatures from all Tenants verifying receipt of the EPA brochure and deliver copies of the signature pages to EOCE at the time of signing this Agreement.

(o) **Owner Walk Away.** If at any time during the construction process, Property Owner decides against proceeding under this Agreement, Property Owner shall be responsible for compensating Vendor for all work performed and expenses incurred as of such date (the "Walk Away Date"). Vendor shall provide Property Owner will a detailed list of all work performed, and all expenses incurred as of the Walk Away Date. Any dispute as to amount due to the Vendor by Property Owner under this Section shall be resolved by EOCE, with EOCE making the final determination of the amount due. Such determination shall be made in good faith in a commercially reasonable manner.

**11. VENDOR'S REPRESENTATIONS AND WARRANTIES.** Vendor hereby, and at all times during the performance of the Work, represents and warrants to Property Owner and EOCE that:

(a) Vendor is competent and properly qualified and trained to perform the Work and possesses the requisite skill, knowledge, personnel, and expertise to perform the Work in accordance with best industry practices;

(b) Vendor is financially solvent, able to pay its debts as they mature and has sufficient working capital to perform its obligations under this Agreement;

(c) Vendor is a duly formed and existing entity and is authorized to do business in the State of Colorado. Vendor must be able to provide a Certificate of Good Standing from the State of Colorado Secretary of State Office for the entirety of the contract;

(d) Vendor is properly certified and licensed by all governmental and quasi-governmental authorities with jurisdiction, and shall continue to be so certified and licensed at all times during performance of the Work;

(e) To the best of its knowledge and belief, Vendor and its principals are not debarred;

(f) Vendor's execution and delivery of this Agreement and performance of the Work, is within its duly authorized powers;

(g) Vendor is, and all times shall be and remain, in compliance with and perform the Work in conformance with all health and safety, environmental and other laws, rules, regulations, building codes and ordinances applicable to the Property Owner, the Property and/or the Vendor's Work thereon; and will at all times perform the Work in a safe manner that does not unreasonably interfere with the Tenants use and enjoyment of the Property.

## 12. VENDOR'S OBLIGATIONS

(a) ***Performance of the Work.*** Vendor shall supply all materials, tools, and labor necessary to complete the Work according to the specifications and sequence specified in Exhibit A and Exhibit A-1, in a good and professional like manner using its best skill and attention, free from defects and in compliance with all applicable laws, regulations, building codes, and ordinances. Vendor shall perform and complete the Work with due diligence in accordance with the Project schedule, and as may be modified by Approved Change Order. Vendor shall take all necessary actions required to remedy any delay resulting from its own or its subcontractors' actions or omissions, including, without limitation, providing additional forces to perform the Work or working overtime. Any additional costs incurred as a result thereof in excess of the Contract Sum shall be the responsibility of Vendor. If any delay on the part of Vendor or anyone directly or indirectly employed by it, or anyone for whose acts it is liable results in any claim by third parties against Property Owner arising out of such delay, Vendor shall pay, satisfy, and discharge all losses, damages, and expenses arising out of such claims, including attorneys' fees. Vendor acknowledges that in establishing the Contract Sum, Vendor will include sufficient overtime work to achieve Substantial Completion and Final Completion as defined herein, and no change in the Contract Sum shall be sought or allowed for overtime performance in the Work.

(b) ***Compliance with Laws and Regulations.*** Performance under the terms of this Agreement shall be delivered in compliance with all federal and state statutes and regulations, administrative codes and policies, and local ordinances and policies, including but not limited to the following:

(1) ***Privacy Act of 1974.*** Vendor shall comply with the Privacy Act of 1974 and shall not maintain or distribute any information about any individual in a manner that would violate the provision. Vendor waives any notice and opportunity to cure any breach of this section, which may be grounds for immediate termination. There may be times when non-employees, members of the media or other interested parties may visit a weatherization in-progress or completed unit. A confidentiality release form is required from the Tenant to allow visitor access to the Tenant.

(2) ***Discrimination/Sexual Harassment.*** Vendor shall comply with the applicable portions of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

(3) ***Equal Employment Opportunity Clause.*** Where applicable, Vendor shall comply with the applicable portions of the Equal Opportunity Clause as provided in 10 C.F.R. 600, Appendix A to Subpart B of Part 600 – Contract Provisions.

(4) ***Occupational Health and Safety Act (OSHA).*** Vendor shall comply with the applicable provisions of the Occupational Health and Safety Act provided at 29 C.F.R. 1910 and 1926.

(5) Contract Work Hours and Safety Standards Act. Where applicable, Vendor shall comply with the applicable provisions of the Contract Work Hours and Safety Standards Act provided at 40 U.S.C. 327-330.

(6) Standards for Weatherization Materials. All materials must comply with 10 C.F.R. 400 Appendix A: Materials Standards.

(c) **Lead-Based Paint**. For Improvements constructed before 1978, Vendor shall (1) obtain certification in Lead-Based Paint Renovation, and (2) meet or exceed all EPA Lead-Safe Renovation requirements and processes in accordance with Lead-Safe weatherization regulations contained at 40 C.F.R. 745 Subpart D and E.

(d) **Training**. All Vendors and Subcontractors shall attend weatherization training. EOCE shall notify Vendor for training location and schedule. Vendor shall be responsible for its Subcontractors attending training.

(e) **Permits**. Unless otherwise set forth in this Agreement, Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Vendor shall provide such permits to EOCE prior to beginning is work under this Agreement, in order to receive the initial payment.

(f) **Insurance**. Vendor shall procure and maintain the following types and limits of insurance, issued by a company approved by EOCE and Property Owner, at all times during the Term of Agreement.

(i) Commercial General Liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; and (c) \$50,000 any one fire. The policy shall name Property Owner, CEO, and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner, CEO, and EOCE. The additional insured endorsement must provide products/completed operations hazard insurance to the additional insured and contain an extended reporting period of not less than eight years following Substantial Completion of the Work. Vendor warrants that no prior claims have impaired the limits of insurance required under this provision. Vendor further warrants that it will replenish any impaired limits so that the full amount of insurance required under this provision is available for any claims arising out of Vendor's work.

(ii) Workers' Compensation/Employer's Liability Insurance: Workers' Compensation Insurance with the statutory limits to cover full liability under Colorado's Workers' Compensation laws. Vendor shall obtain and maintain \$1,000,000 per occurrence Employer's Liability or Stop-Gap coverage. The policy shall include a waiver of subrogation in favor of Property Owner and EOCE. Vendor expressly represents to the Property Owner and EOCE, as a material representation upon which such parties are relying in entering into this Agreement, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

(iii) Automobile Liability Insurance: Automobile Liability Insurance with a minimum limit of \$1,000,000 each accident combined single limit for all owned, hired and non-

owned vehicles used by Vendor in performing services under this Agreement. The policy shall name as Property Owner and EOCE as additional insured and include a waiver of subrogation in favor of Property Owner and EOCE.

(iv) **Vendor's Tools and Equipment:** Vendor shall maintain first-party insurance for all of its and its subcontractors' equipment and tools used in performing services under this Agreement. Such insurance will contain a waiver of subrogation in favor of Property Owner and EOCE.

(v) **Protected Information (CYBER) Liability insurance** covering all loss of State Confidential Information, such as PII, Tax Information, and claims based on alleged violations of privacy rights through improper use of disclosure of protected information with minimum limits as follows: (a) \$1,000,000 each occurrence (b) \$2,000,000 general aggregate.

(vi) **Documentation of Insurance:** Vendor shall obtain and maintain the above insurance at all times during the term of the Agreement with Property Owner and EOCE. All policies evidencing the required insurance coverage shall be issued by insurance companies satisfactory to Property Owner and EOCE but in no circumstance can the insurance company have a Best rating lower than A-. Evidence of insurance can be provided under an ACORD Certificate of Insurance. The certificate must acknowledge additional insured coverage with completed operations in favor of Property Owner and EOCE and acknowledge that Vendor's insurers have agreed to waive subrogation against Property Owner and EOCE. Upon reasonable notice, Vendor agrees to provide a complete copy of its insurance policy or policies within 10 business days. **Subcontractor's Insurance.** Vendor shall require evidence of insurance substantially the same as required of Vendor from each of its subcontractors who is performing the Work prior to the commencement of work by each such subcontractor.

(g) **Recycle.** Vendor shall appropriately recycle all appliances and provide an official certificate of recycling or receipt for specified energy efficiency measures which include refrigerators, air conditioning units, fluorescent lamps and PCB containing magnetic ballasts.

(h) **Performance Bond and Labor and Materials Bond.** Vendor shall secure and post a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Funding Amount as provided in *Exhibit A*. All bonds must be secured within (5) days of request from EOCE. Such bonds shall be issued by a surety company authorized to do business in the State of Colorado and the cost of all such bonds shall be included in the Cost of the Work. Property Owner and EOCE shall both be listed as dual obligee beneficiaries under such payment and performance bonds and such bonds shall remain in effect for at least a period of one (1) year following Substantial Completion of the Work.

(i) **Cooperation.** EOCE may require additional reporting from Vendor not identified in this Agreement. Vendor shall cooperate with EOCE to comply with reporting obligations that arise after the parties execute this Agreement.

(j) **Superintendent.** Vendor shall furnish from Vendor's employment force an experienced and qualified Superintendent to be on-site at all times such subcontractors are performing their Work to oversee the performance of any such subcontractor's Work, which Superintendent shall have a satisfactory employment history with Vendor and who shall be subject

to the approval of Property and EOCE. Vendor shall furnish Property Owner and EOCE with a resume of such Superintendent outlining such individual's qualifications and experience. If Property Owner and EOCE are not satisfied with such individual at any time, Vendor shall replace such Superintendent at no additional cost or expense to Property Owner and EOCE with another individual to whom Property Owner and EOCE have no objection. Notwithstanding the use of a subcontractor for such on-site construction work, Vendor shall remain responsible to Property Owner and EOCE for the complete performance of the duties and obligations of Vendor as contained in the subcontract documents.

(k) **Warranty.** Warrantees will be required to be submitted at completion of project prior to final payment. Vendor warrants to the EOCE and Property Owner that the materials and equipment furnished under this Agreement will conform to the requirements of this Agreement and will be of good quality and new (except for certain Recycled Materials as provided in this Agreement), that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Agreement. Work, materials, or equipment not conforming to these requirements may be considered defective. The Vendor shall promptly correct Work rejected by EOCE and/or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for EOCE's and Property Owner's consultants' services and expenses made necessary thereby, shall be at the Vendor's expense.

(l) **Confidentiality.** Confidential Information refers to any and all information, regardless of whether kept in a document, in an electronic storage medium, or in Vendor's memory, and includes but is not limited to all data, compilations, programs, devices, strategies, concepts, ideas, and methods concerning or related to: EOCE and/or Property Owner's financials, operations, compensation, strategic plans, names and identities of any and all of Agency and/or Client's tenants, personnel information, and the cost or overhead associated with the goods and services.

(m) In addition to Vendor's obligations under Section 12(k) hereof, if, within one year after the date of Substantial Completion of the entire Work and acceptance of the Work by the Property Owner, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents or fails to perform properly, the Vendor shall correct it promptly at the Vendor's sole cost, risk, and expense after receipt of notice from the Property Owner to do so. The Vendor agrees that with respect to any corrective work which affects life safety issues, as reasonably determined by the Property Owner, the Vendor shall respond to the Property Owner's notice and commence the corrective work as quickly as is possible, but in any event within 24 hours, irrespective of whether such 24-hour period occurs on a weekend or legal holiday. All other corrective work will commence within seven days after receipt of notice from the Property Owner. If the Vendor fails to undertake required corrective work within the applicable foregoing period of time or fails to complete corrective work after such work has been initiated, then in either such event, the Property Owner shall have the right but not the obligation, to complete such corrective work. In such event, the Vendor shall reimburse the Property Owner upon demand for all costs and expenses incurred by the Property Owner in completing the subject corrective work together with an administrative fee equal to 10% of the

costs and expenses so incurred by the Property Owner. The Vendor shall diligently and continuously proceed with the completion of all corrective work, and all such work shall be performed so as to minimize, to the extent reasonably practicable, disruption of the Property Owner's and its tenants' use, occupancy, and enjoyment of the Property. This obligation under this Section 12(m)(1) shall survive acceptance of the Work under this Agreement and termination of this Agreement. The Property Owner shall give such notice promptly after discovery of the condition.

(1) The Vendor shall bear the cost of repairing destroyed or damaged construction, or damage to the Property, as a result of such construction, whether completed or partially completed, caused by the Vendor or the Vendor's subcontractors' work, or caused by the Vendor's correction or removal of any work which is not in accordance with the requirements of the Contract Documents.

(2) If the Vendor fails to correct nonconforming Work within a reasonable time, the Property Owner may correct it at Vendor's sole cost and expense.

(3) The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(4) The one-year period for correction of Work with regard to specific defective Work shall be extended for a period of time equal to the period commencing on the date of Substantial Completion and ending on the date that such defective Work was finally corrected.

(5) Notwithstanding anything to the contrary contained herein, nothing contained in this Section 12(l) shall limit, reduce, or otherwise modify Vendor's liability for defective construction under applicable Colorado law.

(n) ***Substantial Completion.*** Vendor shall achieve Substantial Completion of all Work on or before June 1, 2026 (the "Substantial Completion Deadline"). Vendor shall notify EOCE within 24 hours after achieving Substantial Completion of any portion of Work. Vendor has achieved "Substantial Completion" when:

(1) The Work (or discrete portions of the Work) has progressed to a level of completion that allows EOCE to perform the EOCE Inspection and such Work is complete and usable by Property Owner and its tenants for its intended purposes;

(2) Vendor has completed and passed all inspections, other than the EOCE Inspection, as required by local building code;

(3) All temporary certificates of occupancy and other temporary governmental approvals required to be issued in connection with the portion of the Work then completed have been issued by the applicable governmental authorities;

(4) Vendor has substantially completed all reporting obligations contained in the Grant Agreements;

(5) Vendor has submitted the Payment Request; and

(6) Any and all damage to the Property caused by the construction, the Vendor or the Vendor's subcontractors or supplies has been remedied by the Vendor and inspected to the satisfaction of EOCE and owner.

(o) **EOCE Inspection.** Within 14 days following Substantial Completion, EOCE (or a party working on EOCE's behalf) shall inspect the Work. Vendor may be required to attend the EOCE Inspection. The EOCE Inspection shall proceed according to the forms attached in Exhibit B, as follows.

- (1) Energy Outreach Multi-Family General Inspection Form
- (2) Hydronic Boiler Replacement/Adjustment Final Inspection Form
- (3) Energy Outreach Multi-Family Insulation Inspection Form
- (4) Energy Outreach Multi-Family Lighting Inspection Form
- (5) Unit Inspection Form

(p) During the EOCE Inspection, EOCE, in consultation with the Property Owner, Commissioning Agent (if any) and Vendor, shall prepare a punch list (the "Punch List") of incomplete or defective work remaining to be completed or corrected by Vendor prior to Final Completion, payment of the final application for payment and release of all retainage. The Punch List will include any damages that must be remedied as a result of construction. Such Punch List shall be signed by Property Owner, EOCE, and Vendor. Property Owner and EOCE's acceptance of such Punch List shall not be deemed a waiver of other defective work or relinquishment or waiver of Property's Owner's and/or EOCE's rights and remedies hereunder.

(q) **Final Completion.** Vendor shall achieve Final Completion by the Final Completion Deadline. Final Completion is achieved once all of the following conditions have been satisfied:

(1) Vendor's Work has passed EOCE Inspection, and all Punch list items have been completed by Vendor and accepted by Property Owner and EOCE;

(2) Vendor has delivered to Property Owner all as-built plans for the Work, the project manual for the Work and all project related warranties and owner's manuals;

(3) A permanent certificate of occupancy or equivalent has been issued by the city of Gunnison and county of Gunnison, Colorado or other governmental agency having jurisdiction over the Work and Property;

(4) Final unconditional lien waivers and releases in form and content acceptable to the Property Owner and EOCE have been executed by Vendor and all subcontractors and suppliers at any level providing labor or materials to the Property and the same delivered to EOCE and Property Owner; and

(5) All required commissioning deemed necessary by Property Owner and/or EOCE has been completed by the Commissioning Agent and Commissioning Agent has issued a report in form and content acceptable to Property Owner and EOCE confirming that all

systems and equipment installed by Vendor and its subcontractors and suppliers at any level are in proper working order and meeting the required performance specifications for such systems and equipment.

(r) **CEO Inspection.** In addition to the EOCE Inspection, at some point after Substantial Completion, CEO (or a party working on CEO's behalf) may inspect the Work according to the forms in all attached Exhibits, as described above. Property Owner and EOCE shall attend CEO Inspection.

(s) **DOE Inspection.** In addition to the other inspections described in this Agreement, at some point after Substantial Completion, DOE (or a party working on DOE's behalf) may inspect the Work. Vendor need not attend the DOE Inspection.

(t) **Inspection Related Repairs.** Vendor shall promptly correct, at its sole expense, any Work found not compliant by the EOCE Inspection or CEO Inspection.

(u) **Damages to Property.** Vendor shall promptly remedy, at Vendor's expense, any and all damages to Property, as defined in Section 1, its fixtures and appurtenances, caused in whole or in part by Vendor or anyone directly or indirectly employed by Vendor.

(v) **Cooperation with Commissioning Agent.** As part of Vendor's Work hereunder and at no additional cost or expense to Property Owner or EOCE, Vendor shall coordinate its Work with the work undertaken by the Commissioning Agent and shall attend meetings with the Commissioning Agent as may be necessary to confirm that all equipment and systems installed by Vendor as part of its Work hereunder is in proper working order and meeting the efficiency specifications for such equipment and systems.

### 13. PAYMENT TO VENDOR; CHANGE ORDERS

(a) **Payment Amount.** In accordance with this section, EOCE shall pay Vendor an amount equal to the Contract Sum.

(b) **Condition Precedent for Payment.** Passing the EOCE Inspection for any completed Work (or portion thereof) is a condition precedent for Payment. Accordingly, no Payment shall be made to Vendor if Vendor fails to pass the EOCE Inspection. Further, EOCE may withhold Payment until corrections in Vendor's performance are satisfactorily made and completed, and no Payment shall be made to Vendor if Vendor cannot satisfactorily perform the Work.

(c) **Maximum Payment Amount.** Regardless of the Cost of the Work, total payments made to Vendor shall not exceed the Contract Sum, unless amended by Approved Change Order. Further, Vendor shall not be entitled to any additional compensation for repairs performed as a result of failed inspection, Vendor's negligence, defects in the Work or other causes resulting from the Vendor's acts, errors, or omissions.

(d) **Payment Request and Lien Waiver.** Once Vendor has passed the EOCE Inspection as to any portion of the Work for which a Payment Request is being made, Vendor may submit to EOCE a Payment Request which shall contain:

- (1) Appropriate reference to the Property's address, unit numbers served.
- (2) An itemized list of all Work covered in the Payment Request.
- (3) All documentation necessary to demonstrate Vendor's Cost of the Work, for example, invoices, statements, receipts, subcontractor contracts, or payments, and timecards. Vendor shall separately list its labor and materials cost.
- (4) Final conditional and unconditional lien waivers from Vendor, all subcontractors, suppliers, and other person(s) who have supplied materials or labor to the Property.
- (5) Signature by signee to this Agreement, certifying that all information is complete and accurate to the best of their knowledge.

(e) **Payment.** EOCE and Property Owner will review Payment Requests upon receipt. If Vendor has satisfied all Conditions Precedent for Payment and its Payment Request complies with this Agreement, subject to amounts retained, as described below, EOCE shall issue payment to Vendor. EOCE shall issue Payment within 30 days of the day EOCE, and Property Owner determine the Payment Request complies with this Agreement.

(f) **Retainage.** The EOCE will withhold as retainage from each Payment Request submitted by Vendor and approved by Property Owner and EOCE an amount equal to five percent (5%) of the amount of such Payment Request until Final Completion. Upon achieving Final Completion, EOCE shall pay Vendor the retainage amount within 30 days of achieving same.

(g) **Change Orders.** Notwithstanding the foregoing, the parties may agree that additional funding, above the Contract Sum, is necessary to complete the Work. Change orders may be negotiated and approved, but only when due to unforeseen circumstances, concealed conditions, or acts of nature. The parties shall negotiate change order amounts, and EOCE, shall make final determinations, in its sole discretion whether and how much additional funding by EOCE is necessary to complete the Work. All other aspects of any Approved Change Order, such as, but not limited to, types or amounts of equipment or timing of the Work or additional sums to be paid or contributed by the Property Owner, shall, in each case, require Property Owner's prior written consent, which may be withheld in Property Owner's sole and absolute discretion. EOCE's decision regarding change orders to be funded by it shall be at its sole discretion and is final. If approved by EOCE and Property Owner, as applicable, EOCE may fund Approved Change Orders pursuant to this Section. Vendor expressly waives all other rights and claims regarding change orders. Without limiting the generality of the foregoing, Property Owner, at its sole cost and expense, may engage a Commissioning Agent or other professional engineer to evaluate the load requirements of the boiler systems to be installed as part of Vendor's Work under this Agreement and may require that further engineering and design work be performed to maximize the efficiency of such boiler systems. No such work shall be undertaken without EOCE's and Vendor's input and approval, as evidenced by a written Approved Change Order executed by Property Owner, Vendor and EOCE.

(h) **Property Owner's Limit of Liability.** Notwithstanding anything to the contrary contained herein, Owner's liability to Vendor for payment of any portion of the Cost of the Work shall be limited solely to the Contribution Amount, and in no event or circumstance whatsoever shall Property Owner ever be obligated to pay to Vendor or its subcontractors or materials suppliers at any level any portion of the Contract Sum consisting of the Funding Amount or any other amount or sum agreed to be funded by EOCE, it being understood and agreed by Vendor that in the event EOCE wrongfully withholds payment of any sums otherwise due and payable hereunder, Vendor shall look solely to the assets of EOCE and not to the Property or other assets of Property Owner. Vendor agrees to include the foregoing provision in all subcontracts entered into by it with any subcontractor or materials supplier for any portion of the Work.

14. **VENDOR – SUBCONTRACTING.** Subject to the conditions contained in this Agreement, Vendor may hire Subcontractors to perform the Work. Vendor shall notify EOCE in writing of its usage of any subcontractors. EOCE must confirm and accept the use of the subcontractor. Vendor shall remain fully liable for the acts, errors, and omissions of all of its subcontractors at any level. Vendor shall assure that the design of all subcontractors retained by it is fully coordinated with and into the design of all other design or engineering professionals providing services to the Project so as to assure that the Project and Vendor's Work is free from gaps, overlaps, inconsistencies, and interferences. Each agreement of the Vendor with any subcontractor shall be in writing and shall be assignable to the Property Owner without the consent of the subcontractor. Each of the subcontract agreements shall also require each subcontractor to discharge for the benefit of the Property Owner all of those responsibilities with respect to the work of such subcontractor that the Vendor agrees to discharge hereunder toward the Property Owner, including without limitation, the provisions of indemnification of the Property Owner (Sections 16(a) and 22(b) of this Agreement), maintaining of insurance in the amounts and coverage required of the Vendor hereunder (Section 12(f) of this Agreement), compliance of the Vendor's work with laws, codes and ordinances (Sections 12(a) and 12(b) of this Agreement), and warranty obligations (Section 12(l) of this Agreement). Prior to being paid the Final Payment in its entirety Vendor shall provide the following documents to EOCE: proof of payment of the subcontractor(s) and lien waiver releases from each subcontractor. Failure to provide such documentation will result in a 5% retainage being withheld until such time as all documents are received. If the Vendor requires the use of a subcontractor, the subcontractor needs to provide proof of insurance, General Liability (\$1,000,000 each occurrence, \$1,000,000 general aggregate, and \$50,000 fire), \$1,000,000 auto, \$1,000,000 workers compensation; COIs for EOCE and CEO listed as certificate holders, with the Property and Property Owner listed as additional insured.

15. **VENDOR – SAFETY OF PERSONS AND PROPERTY.** While this section establishes the responsibility of safety between EOCE and Vendor, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

(a) **Safety Precautions and Programs.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Vendor shall also take reasonable precautions and provide reasonable protection to ensure the safety of, and to prevent damage, injury or loss, to: (1) persons performing the Work and other persons who may be affected; (2) the Work and materials and equipment to be incorporated in the Work, whether those materials and equipment are stored on or off the site, under care, custody and control of the Vendor or the Vendor's Subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) **Compliance with Safety Rules and Regulations.** Vendors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

## 16. VENDOR – LIENS

(a) **Liens and Encumbrances.** In consideration of EOCE entering into this Agreement and to the extent permitted by law, Vendor agrees that no liens shall be filed or maintained against the Property by Vendor or its subcontractors or suppliers. If any of Vendor's subcontractors or suppliers records a lien on the Property after Payment by EOCE to Vendor, Vendor shall immediately satisfy, remove, or discharge the lien at its own expense by bond (in accordance with C.R.S. § 38-22-131), payment or otherwise. EOCE and Property Owner shall each have the right at any time, without notice to or opportunity to cure by Vendor, in addition to all other rights and remedies provided under this Agreement or by law, to cause such lien or claim to be satisfied, removed, discharged by whatever means EOCE or Property Owner chooses, at Vendor's sole cost and expense, including without limitation, legal fees. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE HARMLESS EOCE AND PROPERTY OWNER FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, AND ACTIONS BROUGHT OR JUDGMENTS RENDERED, AND FROM AND AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COSTS AND EXPENSES, INCLUDING LEGAL FEES, WHICH EOCE OR PROPERTY OWNER MAY INCUR AS A RESULT OF ANY MECHANICS' LIEN FILING.

## ADDITIONAL PROVISIONS CONCERNING PROPERTY OWNER AND VENDOR

17. **HEALTH, SAFETY, AND HAZARDOUS MATERIALS REPAIRS.** If Vendor or Property Owner encounter or observe a hazardous material or substance, the Vendor or Property Owner shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to all other Parties in writing. EOCE reserves all rights afforded to it under this Agreement with respect to deciding whether to proceed with the Work. EOCE shall investigate the condition and determine the appropriate course of action.

## 18. RECORDS.

(a) Property Owner shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the "Records") and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Property Owner ceases business operations during the required retention period, Property Owner shall notify EOCE and make the Records available to EOCE for copying at the EOCE's expense.

(b) Vendor shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the “Records”) and shall retain the Records for a period of three years after Final Completion or termination of the Work. EOCE may extend this deadline by notice to Property Owner. Upon reasonable notice, EOCE may review, inspect, copy, and audit the Records. If Vendor ceases business operations during the required retention period, Vendor shall notify EOCE and make the Records available to EOCE for copying at the EOCE’s expense.

(c) EOCE shall have the right to inspect and copy the Records at any time upon reasonable Notice to Vendor or Property Owner.

(d) EOCE shall maintain accurate and detailed books and records documenting all aspects of its obligations under this Agreement (the “EOCE Records”) and shall retain the EOCE Records for a period of three years after Final Completion or termination of the Work. Owner may extend this deadline by notice to EOCE. Upon reasonable notice, Owner may review, inspect, copy, and audit the EOCE Records. If EOCE ceases business operations during the required retention period, EOCE shall notify Property Owner and make the EOCE Records available to Property Owner for copying at the Property Owner’s expense.

### **EOCE’S AND PROPERTY OWNER’S RIGHTS**

#### **19. TERMINATION AND REMEDIES.**

In addition to EOCE’s and Property Owner’s rights and remedies afforded to it by law and this Agreement, EOCE and Property Owner have the following rights and remedies:

(a) ***EOCE’s Early Termination for Convenience or Public Interest.*** EOCE may terminate this Agreement at any time for its own convenience or to further the public interest upon notice to Property Owner’s or Vendor’s Designated Representative. If EOCE terminates this Agreement under this paragraph, it shall pay Vendor for approved Work in progress according to the percentage complete, all as determined by EOCE in its sole discretion, and which shall not exceed the Funding Amount.

(b) ***Terminating Vendor for Cause.*** If EOCE or Property Owner terminates Vendor from this Agreement for cause, neither EOCE nor Property Owner shall have any obligation to pay Vendor for any Work performed, and Vendor shall return any Payments previously paid by EOCE or Property Owner to Vendor. Vendor must return the Property to its original state or reimburse Property Owner for any damage caused. EOCE and Property Owner may each terminate Vendor from this Agreement for cause if:

(1) Vendor commits a material breach of this Agreement, and such breach is not cured within five days after EOCE or Property Owner, as applicable, provides Vendor notice of the breach;

(2) Vendor stops or neglects the Work for more than ten (10) consecutive business days;

(3) Vendor misrepresented information provided to EOCE or Property Owner.

(c) ***Terminating Property Owner for Cause.*** If EOCE terminates Property Owner from this Agreement for cause, EOCE shall have no obligation to provide any Weatherization Enhancements for Property Owner's benefit. In addition, Property Owner, not EOCE, shall pay Vendor for all Work performed, and Property Owner waives all rights and warranties, express or implied, to Work performed at the Property. EOCE may terminate Property Owner from this Agreement for cause if:

(1) Property Owner commits a monetary material breach of this Agreement and the same remains uncured for a period of 10 days following Property Owner's receipt of written notice thereof from EOCE or, with regard to non-monetary breaches, Property Owner commits a material nonmonetary breach of this Agreement, and (except as provided in this Agreement) such breach is not cured within 30 days (but no longer than the Substantial Completion Date) after EOCE provides Property Owner written notice of such nonmonetary breach;

(2) Property Owner fails to provide access to the areas of Work, and such breach is not cured within five days after Vendor or EOCE provides Property Owner written notice of the breach;

(3) Property Owner has materially misrepresented information provided to EOCE.

**20. EOCE'S DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, EOCE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR RESULTS THAT MAY BE OBTAINED FROM THE WORK. ANY INSPECTION, APPROVAL, OR PAYMENT BY EOCE OF THE WORK IS FOR THE SOLE BENEFIT OF EOCE AND VENDOR AND PROPERTY OWNER SHALL HAVE NO RIGHT TO RELY ON EOCE'S EFFORTS AND INSTEAD SHALL RELY ON ITS OWN EXPERTISE AND INSPECTION IN CONFIRMING THE WORK CONFORMS WITH THIS AGREEMENT. EOCE SHALL HAVE NO RESPONSIBILITY FOR THE WORK OR ITS PERFORMANCE. ALL MANUFACTURER'S WARRANTIES ON INSTALLED EQUIPMENT SHALL BE ASSIGNED TO THE PROPERTY OWNER UPON PROJECT COMPLETION.

Notwithstanding the foregoing limitations and disclaimers in this Section 20, EOCE hereby represents and warrants to Property Owner and Vendor as follows:

(a) The Funding Amount has been fully appropriated by applicable governmental authorities and disbursed to EOCE, EOCE is presently in possession of the Funding Amount and the same is presently unencumbered and available to EOCE for use in connection with the funding of the Work described herein and subject to no claims, rights of offset or other restrictions or limitations that would impair its ability to disburse the Funding Amount as and when required pursuant to this Agreement;

(b) The party executing this Agreement on behalf of EOCE has been duly authorized to do so and this Agreement constitutes the valid and binding obligation of EOCE, enforceable against it in accordance with its terms

(c) The representations and warranties of EOCE contained in Section 20(a) and 20(b) above shall survive the termination of this Agreement and completion of the Work described herein.

(d) EOCE will prepare and submit all applicable rebates to the appropriate utility. All utility rebates will be applied to project costs and any remaining rebate funds will be applied to the owner's contribution to the project.

**21. LIMITATION OF LIABILITY AND WAIVER OF DAMAGES.** EOCE shall not be liable to Property Owner or Vendor for, and Property Owner and Vendor release EOCE from, liability for (a) loss of use, cost of capital, or loss of profit or other similar consequential or incidental damages; (b) existing or future health and safety violations; or (c) punitive or exemplary damages. The foregoing limitations and releases shall be effective irrespective of the theory upon which liability is based, including breach of contract, negligence, strict liability, or any other legal theory.

**22. INDEMNIFICATION; EOCE'S INSURANCE OBLIGATIONS.**

(a) **References.** As used in this Section, references to EOCE shall include, CEO, the State of Colorado, and the U.S. Department of Energy and their respective affiliates, the successors and assigns, and the officers, directors, shareholders, members, partners, employees, contractors, and agents, their affiliates, and their respective successors and assigns.

(b) **Vendor's Indemnification Obligations.** To the extent permitted by law, Vendor shall indemnify, protect and defend EOCE, EOC, and Property Owner from and against all liability, demands, claims, actions, causes of action,, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE, EOC, or Property Owner by a third party, which claim results from Vendor's performance of the Work or any breach or default by Vendors of its representations, warranties, covenants, duties and other obligations under this Agreement and the other Contract Documents. The indemnification required herein is unaffected by the existence of any insurance procured and maintained by the vendor in accordance with Section 12 (f) of the Agreement.

(c) **EOCE's Indemnification Obligations.** To the extent permitted by law, EOCE shall indemnify, protect and defend Property Owner from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against Property Owner by a third party, which claim results from EOCE's negligent acts, errors, or omissions; provided, however, that such indemnity shall at all times be limited to the amount of liability insurance required to be maintained by EOCE pursuant to this Agreement.

(d) **Property Owner's Indemnification Obligations.** To the extent permitted by law, Property Owner shall indemnify EOCE and EOC from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against EOCE by a third party, which claim results from Property Owner's gross negligence or willful misconduct.

(e) ***EOCE Insurance Obligations.*** EOCE shall maintain at all times during the term of this Agreement commercial liability insurance in amounts, containing the coverages, and otherwise on the same terms and conditions required of Vendor pursuant to Sections 12(f)(i), (ii) and (iii) of this Agreement, in each case for the benefit of Property Owner, and EOCE hereby makes to Property Owner the same representations and warranties required of Vendor to Property Owner and EOCE in such Sections. EOCE shall also provide evidence of such insurance coverages in accordance with the requirements of the paragraph entitled, "Documentation of Insurance" appearing in Section 12.

(f) ***Indemnification Procedure.*** The parties shall give each other prompt written notice and information in their possession concerning any claim that could result in a Loss. In performing their indemnity obligations hereunder, each party shall have the right to assume the settlement in the defense of any suit or suits or other legal proceedings brought to enforce all such Losses and shall pay all judgments entered in any such suit or other legal proceedings.

## **GENERAL PROVISIONS**

23. **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. §§1346(b) and 2671 *et seq*.

24. **TITLES AND GROUPINGS.** The titles given to the sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the sections of this Agreement and of EOCE's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

25. **NOTICES.** All notices and other communications required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by fax, by courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the first page of this Agreement or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of courier.

26. **ASSIGNMENT.** The parties may not assign, by operation of law or otherwise, any rights or delegate any obligations under this Agreement without the prior written consent of the other party; provided, however, that (i) Vendor may contract portions of the Work as necessary or desirable to perform the Work as provided herein, (ii) any party hereto may assign its rights to a successor entity in the event of a merger, acquisition, sale of all or substantially all of such party's assets or the business to which this Agreement relates, reorganization, restructuring, or other similar transaction. Any assignment in violation of this provision is void.

27. **NO JOINT VENTURE.** The parties are independent entities, and nothing in this Agreement shall be deemed to cause an agency, joint venture, or partnership between them.

28. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

29. **THIRD PARTIES.** Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties to this Agreement, any legal or equitable right, remedy, or claim under this Agreement. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

30. **AMENDMENT AND WAIVER.** This Agreement may be amended only by a writing executed by EOCE, Property Owner, and Vendor. A party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

31. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

32. **GOVERNING LAW/VENUE.** Colorado law shall apply. All suits, action or proceedings related to this Agreement shall be held in the State of Colorado and the exclusive venue shall be in the City of Denver and County of Denver.

33. **CUMULATIVE REMEDIES.** The remedies set forth in this Agreement are not exclusive, and either party shall be entitled to any other remedy available under applicable law or at equity, all of which shall be cumulative.

34. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

35. **ATTORNEYS' FEES.** In the event of any claim, controversy or dispute involving this Agreement, its interpretation or enforcement, the prevailing party in such claim, controversy or dispute shall be awarded its reasonable attorneys' fees and costs, including any attorneys' fees and costs of any associated appeal.

36. **JOINT AND SEVERAL LIABILITY.** Each entity signing on behalf of Vendor shall be jointly and severally liable for the payment, observance, and performance of all of Vendor's representations, warranties, covenants, duties, indemnities, and other obligations under this Agreement and the other Contract Documents.

37. **SURVIVAL.** The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

38. **CONSTRUCTION.** This Agreement has been negotiated by each party and their respective legal counsel; legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

39. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

*[signature page to follow]*

The parties have executed this Agreement as of the Effective Date.

**Mountain View Apartments**

<p><b>EOCE: ENERGY OUTREACH COLORADO EFFICIENCY, LLC</b></p> <p>Sign: _____ Name: Luke Ilderton Title: Executive Director</p>	<p><b>PROPERTY OWNER: Gunnison County Housing Authority</b></p> <p>Sign: _____ Name: _____ Title: _____</p>
<p><b>VENDOR: Gunnison Windows</b></p> <p>Sign: _____ Name: _____ Title: _____</p>	<p><b>VENDOR: Mueller Construction</b></p> <p>Sign: _____ Name: _____ Title: _____</p>

Exhibit A-1 to  
Weatherization Funding Agreement  
June 6, 2025 between EOC and Gunnison Valley Regional Housing Authority

Mountain View Apartments

<b>Energy Efficient Measures</b>	<b>Vendor</b>
Fiberglass Windows	Gunnison Windows
Window Installation	Mueller Construction

**Note: Project costs are found on the following A-1 Exhibits for each respective contractor/party.**

Exhibit A-1 to  
Weatherization Funding Agreement  
June 6, 2025 between EOC and Gunnison Valley Regional Authority

**Moutain View Apartments**

SCOPE OF WORK/VENDOR TO COMPLETE WORK

Energy Efficient Measures	SIR Cost	WAP Grant Funding	Owner Contribution Paid to EOC	Owner Contribtuion Paid to Meuller Construction
Window Upgrade Throughout Property	\$213,034.76	\$131,052.84	\$81,981.92	\$50,555.68
<b>Sub-Total</b>	<b>\$213,034.76</b>	<b>\$131,052.84</b>	<b>\$81,981.92</b>	<b>\$50,555.68</b>
<b>TOTAL COSTS</b>	<b>\$213,034.76</b>	<b>\$131,052.84</b>	<b>\$81,981.92</b>	<b>\$50,555.68</b>

Owner Contribution - Owner has agreed to pay the difference between Approved Weatherization Grant Funding and Actual Cost as stated above.

\*\* EOCE is covering these costs.

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Exhibit A-1 to  
Weatherization Funding Agreement  
date between EOC and Gunnison Windows

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

<b>Energy Efficient Measures (EEM)</b>
--

<b>WINDOWS</b>				
Tag	QTY	Labor TOTAL	Material TOTAL	Total
In-Unit Windows	125	\$ -	\$ 112,400.00	\$ 112,400.00
Tempered Entryway	2	\$ -	\$ 2,749.94	\$ 2,749.94
Community Room	4	\$ -	\$ 5,035.56	\$ 5,035.56
Entryway	1	\$ -	\$ 1,113.44	\$ 1,113.44

<b>TOTAL</b>	<b>\$ 121,298.94</b>
--------------	----------------------

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

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

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

Exhibit A-1 to  
Weatherization Funding Agreement  
date between EOC and Mueller Construction

Mountain View Apartments

SCOPE AND SEQUENCE OF WORK; FUNDING AMOUNT

<b>Energy Efficient Measures (EEM)</b>
--

WINDOWS				
Tag	QTY	Labor TOTAL	Material TOTAL	Total
Window Installation	132	\$ 142,500.00	\$ -	\$ 142,500.00

<b>TOTAL</b>	<b>\$ 142,500.00</b>
--------------	----------------------

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

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

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

**Exhibit B**  
**to**  
**Weatherization Funding Agreement**  
**between EOCE, Property Owner, and Vendors**

1. Energy Outreach Multi-Family General Inspection Form
2. Hydronic Boiler Replacement/Adjustment Final Inspection Form
3. Energy Outreach Multi-Family Insulation Inspection Form
4. Energy Outreach Multi-Family Lighting Inspection Form
5. Energy Outreach Multi-Family Refrigerator Inspection Form

# Energy Outreach Multi-Family General Inspection Form

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

Building Number/Location: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Job Start Date: \_\_\_\_\_ Job Completion Date: \_\_\_\_\_

**Scope of Work:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EOC Approval:**

Work Complete? (Y/N): \_\_\_\_\_ If no, what items are outstanding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Payment approved? (Y/N): \_\_\_\_\_ If not, explain why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Project Manager: \_\_\_\_\_

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

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

## HYDRONIC BOILER REPLACEMENT/ADJUSTMENT FINAL INSPECTION FORM

<b>Customer:</b>	
<b>Address:</b>	
<b>Project Manager:</b>	
<b>Inspector:</b>	<b>Final Inspection Date:</b>
<b>Inspector's Agency:</b>	

<b>Contractor:</b>
<b>Building Name:</b>
<b>Boiler Manufacturer/Model #:</b>
<b>Serial #:</b>
<b>Date Installed:</b>

**Instructions:** Check box, enter test result or enter requested number as item is inspected or completed. Indicate "NA" if non-applicable.

### Inspection/Adjustments

- Installation information sticker (*installer name, phone number, date*)
- Warranty and manual in envelope attached to the boiler cabinet or obtained by HA
- Electrical:  Working safety; switch in reach of boiler.  Dedicated circuit and fused disconnect
- Boiler elevated off floor
- Gas Piping:  Sized for BTU's All Appliances  No Supply Leaks  
 Sediment Trap Present  Shut-off Present
- Total Input Capacity (MBTU/hr): \_\_\_\_\_ Total Output Capacity (MBTU/hr): \_\_\_\_\_
- Vent and air intake properly installed or barometric damper control operates properly: PMI
- Check clearances of heating unit and its vent connector to nearby combustibles [Gas: International Fuel Gas Code (INGC) Oil: NFPA 311]
- Installed: Record devices. Steps must be taken to prevent condensation in non-condensing units.
  - Air excluding device: \_\_\_\_\_ Automatic fill valve: \_\_\_\_\_ Mixing valves: \_\_\_\_\_
  - Backflow preventer: \_\_\_\_\_ Piping bypasses: \_\_\_\_\_ Other: \_\_\_\_\_
- Condensate properly drained per local code and PMI
- Expansion tank properly sized for system Tank size: \_\_\_\_\_ Tank air pressure: \_\_\_\_\_
- Water test results received (Y/N): \_\_\_\_\_

**Performance Testing**

(Enter test result or ✓blank, as applicable. Indicate 'NA' if non-applicable.)

**Steady State Efficiency Test**

SSE	O <sup>2</sup> (%)	Flue CO (PPM)	Measured Flue CO <sub>2</sub> (%)	Net Flue Gas Temp (°F)	Measured Flue Gas Draft (in H <sub>2</sub> O)	PMI AFUE
<b>Water Temperature</b>		Supply F°:		Return F°:		

Temperature at Combustion Air Intake (If applicable) (°F) \_\_\_\_\_  
 Ambient Boiler room Temperature(°F): \_\_\_\_\_

Modulating Firing Rate (If applicable): \_\_\_\_\_

Boiler Type (Circle): Closed Combustion   Power Combustion   Atmospheric Combustion   Condensing

Inspection Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

***I certify that the visual inspection and the performance tests were completed as indicated.***

**QA/QC Inspector's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

***I certify that the heating system was installed to my satisfaction on the date indicated.***

**Project Manager's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## Boiler Replacement Standards

Generally accepted ranges, excerpted from the "GEO Field Guide".

Note: Always follow manufacturer's specifications if they differ from listed specifications.

<b>Table 1-1: Combustion Standards for Gas-Burning Equipment</b>			
<b>Gas Combustion Performance Indicator</b>	<b>&lt;75 AFUE</b>	<b>80+ AFUE</b>	<b>90+ AFUE</b>
Oxygen (%O <sub>2</sub> )	5-10%	4-9%	4-9%
Stack temperature ( °F)	350°-475°	325°-450°	90°-120°
Carbon monoxide (CO) parts per million (ppm)	≤ 100 ppm	≤ 100 ppm	≤ 100 ppm
Steady-state efficiency (SSE) (%)	68-74%	80-82%	92-97%
Gas Pressure (IWC)	3.2-4.0 IWC*	3.2-4.0 IWC*	3.2-4.0 IWC*
Propane pressure (IWC)	10-11 IWC*	10-11 IWC*	10-11 IWC*
Return Water Temperature ( °F)	>130 ( °F)	>130 ( °F)	

<b>Acceptable Draft Test Readings for Gas Appliances</b>					
<b>with Respect to Outdoor Temperature</b>	<b>&lt;20</b>	<b>21-40</b>	<b>41-60</b>	<b>61-80</b>	<b>&gt;80</b>
pa.	-5	-4	-3	-2	-1
IWC.	-.02	-.016	-.012	-.008	-.004

# Energy Outreach Multi-Family Insulation Inspection Form

\*Mandatory for Insulation Retrofits

Property Name: \_\_\_\_\_ Building Number/Location: \_\_\_\_\_  
Project Manager: \_\_\_\_\_ Contractor: \_\_\_\_\_  
Job Start Date: \_\_\_\_\_ Job Completion Date: \_\_\_\_\_  
Inspection Date: \_\_\_\_\_ Exterior Envelope Type: \_\_\_\_\_

## Section A: Areas Insulated

### Attic – Work performed in this area: Y or N

Previous R-Value: \_\_\_\_\_ Installed R-Value: \_\_\_\_\_ Sq ft: \_\_\_\_\_ # of Bags of Installed: \_\_\_\_\_  
Type of Insulation: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ New Baffles Installed? (Y/N): \_\_\_\_\_ If yes, how many? \_\_\_\_\_  
Baffles - Plastic or Cardboard? \_\_\_\_\_ Visible Insulation Gauge? (Y/N): \_\_\_\_\_ Visible Depth Reading: \_\_\_\_\_  
Number of Heat Shields/Collars Installed around Masonry Chimneys or B-Vent Flues (No Insulation Contact with Flue or Chimney): \_\_\_\_\_ If sheet metal is used, does a 3 inch gap between insulation and flue? (Y/N): \_\_\_\_\_  
If knob & tube wiring present, insulation kept 3 inches from wiring with permanent barrier (Y/N/NA): \_\_\_\_\_  
Attic access properly insulated and weather-stripped? (Y/N): \_\_\_\_\_ Method: \_\_\_\_\_ R-Value: \_\_\_\_\_  
Insulation certificate by each attic access? (Y/N): \_\_\_\_\_ Attic Ventilation Not Compromised? (Y/N): \_\_\_\_\_ If yes, describe: \_\_\_\_\_

### Walls – Work performed in this area: Y or N

Previous R-Value: \_\_\_\_\_ Installed R-Value: \_\_\_\_\_ Square feet: \_\_\_\_\_ Number of Bags of Installed: \_\_\_\_\_  
Type of Insulation: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Lead Testing or Lead Safe Waiver: \_\_\_\_\_  
Voltage Drop Test Performed (<10%): \_\_\_\_\_ Density Pack (Meets 3.5 lbs/sqft): \_\_\_\_\_  
Contractor used blowing machine with minimum of 2.9 psi or 80 IWC (Y/N): \_\_\_\_\_  
Fill Hole Location: Interior Hole \_\_\_\_\_ Exterior Hole \_\_\_\_\_ Top Plate Hole \_\_\_\_\_

### Crawl Space – Work performed in this area: Y or N

Previous R-Value: \_\_\_\_\_ Installed R-Value: \_\_\_\_\_ Square feet: \_\_\_\_\_ Number of Bags of Installed: \_\_\_\_\_  
Type of Insulation: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Foundation Type: \_\_\_\_\_  
Rim Joist Insulated? (Y/N): \_\_\_\_\_

Vapor Barrier – Work performed in this area: Y or N

Joints overlapped 24" (Y/N): \_\_\_\_\_ Joints sealed (Y/N): \_\_\_\_\_ Sealed to foundation (Y/N): \_\_\_\_\_ Square feet: \_\_\_\_\_

Floors – Work performed in this area: Y or N

Previous R-Value: \_\_\_\_\_ Installed R-Value (Minimum R-19): \_\_\_\_\_ Square feet: \_\_\_\_\_

Type of Insulation: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Mechanically Supported? (Y/N): \_\_\_\_\_

Inches between insulation and sub-floor? (Y/N): \_\_\_\_\_ Vapor Barrier Facing Winter Warm Side? (Y/N): \_\_\_\_\_

Duct Insulation – Work performed in this area: Y or N

Installed R-Value (R-8 currently required): \_\_\_\_\_ Insulated only Supply Side? (Y/N): \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Sealed with Mastic Prior to Insulating Ducts? (Y/N): \_\_\_\_\_

Heating/DHW Pipe Insulation – Work performed in this area: Y or N

Approximate Length of Pipe Insulation Installed: \_\_\_\_\_ Manufacturer: \_\_\_\_\_

Fiberglass Pipe Insulation (Minimum of R-5) Used (Y/N): \_\_\_\_\_ Butt and Sealed all Joints? (Y/N): \_\_\_\_\_

Tightly fitted? (Y/N): \_\_\_\_\_ Mitered All Corners? (Y/N): \_\_\_\_\_ 3" from any hot flue pipes? (Y/N): \_\_\_\_\_

Section B: Project Manager’s Inspection Comments

General Comments: \_\_\_\_\_  
\_\_\_\_\_

Describe any excess construction mess left by the contractor: \_\_\_\_\_

Section C: Confirmation Signature

*I certify that this property is complete, that all measures and materials are installed correctly, and that the building complies with all Weatherization Assistance Program and the Governor’s Energy Office Policies and Procedures.*

Project Manager’s Signature \_\_\_\_\_ Date \_\_\_\_\_

# Energy Outreach Multi-Family Lighting Inspection Form

\*Mandatory for All Lighting Retrofits

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

Building Number/Location: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Contractor: \_\_\_\_\_

Job Start Date: \_\_\_\_\_

Job Completion Date: \_\_\_\_\_

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

## Section A: Installed Lighting Measures

### In-Unit LEDs

# of LEDs installed per unit: \_\_\_\_\_ # of LEDs per unit left for future use: \_\_\_\_\_

### Common Area Lighting

Scope of work: \_\_\_\_\_

### Exterior Lighting

Scope of work: \_\_\_\_\_

### Exit Signs

LED Exit Sign Hardwired (Y/N): \_\_\_\_\_ # installed per floor of building: \_\_\_\_\_

Replaced Incandescent or Fluorescent: \_\_\_\_\_

New LED Exit Sign Installed (Y/N): \_\_\_\_\_ Location: \_\_\_\_\_ Hardwired(Y/N): \_\_\_\_\_

## Section B: Project Manager's Inspection Comments

General Comments: \_\_\_\_\_

Describe any excess construction mess left by the contractor: \_\_\_\_\_

## Section C: Confirmation Signature

*I certify that the lighting retrofits were installed to my satisfaction on the date indicated.*

Project Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_



# Energy Outreach Multi-Family Window and Door Inspection Form

\*Mandatory for All Window and Door Retrofits

Property Name: \_\_\_\_\_ Building Number/Location: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Contractor: \_\_\_\_\_

Job Start Date: \_\_\_\_\_ Job Completion Date: \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Exterior Envelope Type: \_\_\_\_\_

## Section A: Replacement Windows/Storm Windows

Existing Glazing in Building (Single pane or double pane): \_\_\_\_\_

Existing window frames in property (vinyl, aluminum, etc.): \_\_\_\_\_

Total # of windows replaced: \_\_\_\_\_ U-Value: \_\_\_\_\_ Frame type of new windows: \_\_\_\_\_

Low-E: Y or N Solar Heat Gain Coefficient (SHGC): \_\_\_\_\_ Argon: Y or N

Manufacturer: \_\_\_\_\_ American Made: Y or N or Unknown

### External Storm Windows:

Sashes fit tightly in their frames: Y or N # Installed: \_\_\_\_\_ Contractor Constructed: Y or N

### Internal Storm Windows (Installed on Single Glazed Window Surfaces):

# Installed: \_\_\_\_\_ Contractor Constructed: Y or N

## Section B: Replacement Doors

Installed to Manufacturer's Specifications with all Required Hardware/Weather-stripping: Y or N

Notes: \_\_\_\_\_

Operates smoothly and latches securely: Y or N Notes: \_\_\_\_\_

If wood door, is it primed and sealed: Y or N Notes: \_\_\_\_\_

## Section C: Project Manager's Inspection Comments

General Comments: \_\_\_\_\_

Describe any excess construction mess left by the contractor: \_\_\_\_\_

## Section D: Confirmation Signature

*I certify that all windows and doors were installed to my satisfaction on the date indicated.*

Project Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit C**  
**to**  
**Weatherization Funding Agreement**  
**between EOCE, Property Owner, and Vendors**

GRANT AGREEMENTS

(Provided Upon Request)

**Exhibit D**  
**to**  
**Weatherization Funding Agreement**  
**between EOCE, Property Owner, and Vendors**

**CERTIFICATION STATEMENT REGARDING UNAUTHORIZED IMMIGRANTS –**  
**CRS §8-17.5-101 & 102 (HB 06-1343, SB 08-193)**

By execution of the Agreement, unless otherwise specified by the Program Manager to ensure that State of Colorado funds are used, a Vendor certifies that it does not knowingly employ or contract with an unauthorized immigrant who will perform Work under this Agreement if and that Vendor will comply with the following:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform the Work or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an illegal alien who will perform Work under this Agreement, and that it will participate in either (i) the “E-verify Program” jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the “Department Program” administered by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired to perform Work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the EOC may terminate this Agreement for breach and the Vendor shall be liable for damages to EOC.
4. If the Vendor is a sole proprietor, he or she certifies that he or she is one of the following; (a) a United States citizen, (b) a Permanent Resident of the United States, or (c) lawfully present in the United States pursuant to Federal law.

**Schedule 1**  
**to**  
**Weatherization Funding Agreement**  
**between EOCE, Property Owner and Vendors**

Legal Description of Property

LOTS 18-24, BLOCK 8, ORIGINAL GUNNISON

**Schedule 2**  
**to**  
**Weatherization Funding Agreement**  
**between EOCE, Property Owner and Vendors**

Project Schedule

<u>CONTRACTOR</u>	<u>MEASURES</u>	<u>ANTICIPATED COMPLETION</u>
Gunnison Windows	Energy Efficient Windows	June 12, 2026
Mueller Construction	Window Installation	June 12, 2026

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

---

**Agenda Item:** Draft BOCC Minutes; 5/20/2025

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft BOCC Minutes; 5/20/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/17/2025

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
May 20, 2025**

The May 20, 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.

**SPECIAL EVENT LIQUOR PERMIT 2-2025; ARROWHEAD VOLUNTEER FIRE DEPARTMENT; 7/5/2025 FROM 10:00 AM TO 3:00 PM: Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Special Event Liquor Permit for the Arrowhead Volunteer Fire Department. Motion carried unanimously.

**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 8:30 am.

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

**MINUTES APPROVAL: Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the minutes for May 6, 2025 as presented. Motion carried unanimously.

- 1. May 6, 2025 Regular 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 as presented. Motion carried unanimously.

- 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

**GUNNISON COUNTY ROAD AND BRIDGE BALLOT MEASURE DISCUSSION:** Assistant County Manager for Public Works Martin Schmidt and Jason Reimer were present for discussion.

ACM Schmidt relayed he was grateful for the work session last week and then conveyed that every year that goes by that is underfunded, there is more deferred. CM Birnie commented that having funding sooner is better, but we want to be smart about strategy and timing, therefore this fall may too soon, particularly since the City has a ballot measure and we are more likely to be successful without competition. Commissioner Houck relayed the commitment they made as a board is to not go to the ballot until they are able to explain to the public what is needed and the data to show the need. With competing interests on the ballot, he is more inclined to not go into the ballot this fall, but the following year in order to have more time to reach out to the voters of Gunnison County. Commissioner Smith stated they may have the time to reach out to the public, but maybe not for them to fully digest the information. Commissioner Puckett Daniels suggested that the public outreach should begin now, and that urgency doesn't lend itself to thoughtful planning. Commissioner Smith and Commissioner Houck lastly commented that with the

allocations with State and Federal funding it may be beneficial to see what occurs there before making an ask so that it is accurate. It was decided not to pursue a ballot measure for this year.

**RESOLUTION; SUPPORTING PUBLIC LANDS:**

Commissioner Puckett Daniels thanked Commissioner Houck for his work on drafting this. Commissioner Houck relayed how public lands are the baseline for everything in Gunnison County and wanted to be on the record where they stand and why, alongside fellow counties who have done the same. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution 2025-21, a Resolution Supporting Public Lands. Motion carried unanimously.

Commissioner Puckett Daniels then congratulated Commissioner Houck on the Gunnison Outdoor Resource Protection (GORP) Act being introduced to the House by Congressmen Hurd and introduced to the Senate by Senator Bennet and Senator Hickenlooper with unanimous bipartisan support. Commissioner Houck thanked the community for staying engaged and their support.

**COMMISSIONER ITEMS:** This discussion began earlier than scheduled due to Commissioner Smith wanting Commissioner Houck's opinion on this matter before he leaves the meeting.

**Commissioner Smith:**

1. Proposed changes to Federal Emergency Management Agency (FEMA) – Commissioner Smith explained the thresholds that counties and other jurisdictions would have for aid would rise dramatically to where it is speculated whether the Marshall Fire would even qualify. She stated several counties, spearheaded by Larimer County, are signing on to consolidate their voices to discourage the change to significantly reduce access to public funding during emergencies. Commissioner Houck commented that these Federal programs are important and is supportive of Gunnison County advocating continued partnership. Commissioner Puckett Daniels is also supportive.

**COUNTY MANAGER'S REPORTS:**

1. Whetstone Housing – CM Birnie noted there is a tremendous amount of earth being moved and are starting to prepare the pads for some of the initial building.
2. Communications Director – CM Birnie announced he is interviewing the finalists on Wednesday and expressed excitement for the folks that are lined up.
3. Deputy Finance Director – CM Birnie relayed there is an offer out for this position.

**ATTENDANCE CHANGE:** Commissioner Houck left the meeting.

**BREAK:** The meeting recessed from 9:00 am until 10:04 am in order to hold the below Public Hearing.

**PUBLIC HEARING; AMENDING THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE; AND ESTABLISHING A SCHEDULE OF PERMIT FEES:**

1. Open Public Hearing. Commissioner Puckett Daniels opened the public hearing at 9:00 am.
2. Public Notice Confirmation. Assistant County Manager for Community and Economic Development Cathie Pagano confirmed that the Public Hearing had been properly public noticed in the newspaper and online.
3. Identify Ex Parte Communications. Commissioner Smith explained she did have an in-depth conversation with Fred Niederer regarding the building fees. Commissioner Puckett Daniels had no outside conversation.
4. Staff Presentation. ACM Pagano relayed they were here in March to discuss land use change fees and building code changes. The two items that will be talked about today are the proposed fee change as well as proposing a change to remove the fee schedule from the building code so that it is separately adopted and can be amended without having to adopt a separate building code amendment which also tracks with other fee schedules. She then explained that the primary reason to revise the building permit fee schedule is because it is a progressive fee and not linear which means the higher the valuation, the lower the fee. For example, one of the highest valuation structures needed 22 building inspections, which was a significant amount of staff time and resources that needed to be dedicated to that. Additionally, with the goal to adequately cover costs, ACM Pagano noted they have been in the black the last two years, which is the first time since 2016, but they have had to subsidize through their department general fund other years.

Environmental Health Official Crystal Lambert noted the values are moving towards the top end and the current schedule doesn't reflect that due to the way it was put together. She conveyed that Eagle County has similar fee schedule but has amended it to be more linear at the top end and Pitkin County has adopted percentages. The current fee schedule includes a plan review that's

added on top of the fee schedule, and they are proposing a percentage without a plan review and to drop plan reviews altogether.

5. Applicant Presentation. N/A
6. Board Questions. Commissioner Puckett Daniels asked for clarification on the deposits listed and then verified the general fund, which is the general public taxpayer dollars, were being used to subsidize the cost of private individuals developing their property. ACM Pagano projected a table to show the expenses versus revenues for the last several years. EHO Lambert noted 0.9% was safe but there would be no room for error. Commissioner Smith confirmed the commercial development fees are in alignment with other counties due to having so many different types of developments and asked if there was a way to encourage better practice from people with projects that could reduce costs. ACM Pagano does not believe there is a way to initiate that. Lastly, EHO Lambert conveyed she just went through the process herself, and stated contractors add on fees if your valuation goes up during the process, but the Community Development Department does not unless there are structural changes.
7. Public Comments. Commissioner Puckett Daniels opened the public hearing to comments at 9:37 am.
  - a. Ben Somrak – Mr. Somrak explained how much the fees have risen for him since 2018 as well as the increase of the Fire Department (District) Review Fee. Lastly, he stated the real person that’s struggling is faced every day with more and more fees.
  - b. Fred Niederer – Mr. Niederer requested a performance-based review and inspections which is a base permit fee that include seven field inspections for new project, and they would need to pay for any additional. He stated that due to the massive difference in commercial projects; to apply a one size fits all fee is not equitable across the board and fears it would embrace mediocrity while also not giving people a reason to do a good job.
  - c. Dustin Dyar – Mr. Dyar stated that while he supports the comments brought up about the cost of fees, he appreciates the County Commissioners fighting for the local people. However, he relayed with the fees and building costs he is struggling to build a modest home for under \$1,000,000.

Commissioner Puckett Daniels closed the public hearing to comments at 9:49 am.

8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. N/A
10. Staff Response. EHO Lambert responded to Mr. Niederer that performance-based is what is in place now and the schedule is complicated. She then responded to Mr. Somrak that a majority of the fees described included the linkage fees which are different than the building and permit fees. CM Birnie clarified with Mr. Somrak if the Fire District’s fee was an impact or inspection fee. Commissioner Puckett Daniels recommended having a conversation with the fire districts due to more comments and frustration regarding their fees. Commissioner Smith agreed and noted they do not want to raise fees for the sake of raising fees, however there are several macroeconomic factors coming to the table as well.

Commissioner Smith and Commissioner Puckett Daniels agree they would like Commissioner Houck’s input before deciding. It was decided to receive written comment until June 3<sup>rd</sup> but will close the public hearing portion today.

11. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 10:04 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Commissioner Puckett Daniels asked the Community and Economic Development Department to give more information on the difference between 0.9% and 1% in the proposed fee schedule. Commissioner Smith explained she would also like to delve into how the performance-based fees and percentage fees meet. Commissioner Smith and Commissioner Puckett Daniels would like to have both conversations with staff and in a public meeting with Commissioner Houck. June 17<sup>th</sup> was scheduled for a follow-up conversation.

**BREAK:** The meeting recessed from 10:11 until 10:15 am.

**VOUCHERS AND TRANSFERS APPROVAL:** Finance Director Ana Cañada presented the voucher approval report dated April 15, 2025 and the cash transfer authorization dated April 2025 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of \$3,608,285.24. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$8,277,231.03. Motion carried unanimously.

**TREASURER’S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the April 2025 Treasurer’s report, and investment report for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Treasurer’s Report as presented and authorize the Chair’s signature. Motion carried unanimously.

**LAND USE CHANGE APPROVALS:** Planner Rachael Blondy was present for all three discussions.

1. Boundary Line Adjustment; LUC-25-00005; Lot 32, Dos Rios Homesites; Stephanie Porter and William Gattis – Mike O’Laughlin was present for discussion.

Planner Blondy conveyed the parcel is being shifted 17 feet so the house that exists on the property can exist within the parcel boundaries. She explained that this is between the HOA and parcel owners to which the HOA has approved this change. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve boundary line adjustment LUC-25-00005 and authorize the Chair’s signature on the plat. Motion carried unanimously.

2. First Amendment to Declaration of Protective Covenants; LUC-25-00012; The Back Nine Townhomes – Kendall Burgemeister with the Back Nine Townhome Homeowners Association (HOA) and Developer Mark Lucas were present for discussion.

Planner Blondy stated this would change two items in the covenants including reducing the number of permitted units on the parcel from two to one and extending the current development deadline of March 6, 2027 to March 6, 2029. There was a discussion regarding compatibility with the Land Use Resolution (LUR) and Mr. Burgemeister commented on the consequences of not approving this.

Commissioner Smith stated she is inclined to grant the extension due to the single-family dwelling being proposed in the first place. Commissioner Puckett Daniels asked for clarification on what occurs if this is approved but the deadline extension expires. Mr. Burgemeister explained they would either do another application for an extension or the development rights would expire. He then explained that the number of permitted units is a right and not an obligation but needs the permission of the County to change the covenants to match what the developer and HOA would like. Commissioner Puckett Daniels noted they are trying to encourage density due to a limited amount of land that can be developed and does not want to take the right to have a duplex there away. Commissioner Smith commented that while she does not disagree with Commissioner Puckett Daniels, she thinks it makes sense for what is in front of them.

Planning Director Hillary Seminick conveyed for the Board’s consideration, that per the LUR Amendments, there is a buy right allowance for any property within Gunnison County where they could develop a secondary residence. Mr. Burgemeister answered that property owners within the Back Nine are subject to the covenants and there is no clear path to compel the developer into building a second unit on this lot. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the amendments to the covenants for the Back Nine Townhomes, LUC-25-00012 as presented in the packet today. Commissioner Puckett Daniels appreciated the time spent on this discussion. Motion carried unanimously.

3. Lot Cluster Agreement; LUC-25-00009; Parcels 3701-250-00-105 and 3701-250-00-114; Donald and Victoria Archuleta – Victoria Archuleta was present for discussion.

Planner Blondy relayed these parcels meet the standards but do fall in the Gunnison Area Plan which includes to increase density in the area. Ms. Archuleta would like to combine the parcels because she is being taxed as a vacant lot and would like to combine it under her residential lot. CM Birnie conveyed that if the land use regime changes to encourage density, this lot cluster would not prevent a future owner from redeveloping. ACM Pagano explained that subdivision can occur, but there will be additional barriers down the line to develop the parcel if they must come through for future subdivision. Commissioner Puckett Daniels and Commissioner Smith hesitation to approve the lot cluster because this area is targeted for growth, and they do not want to hinder future development. Ms. Archuleta was then given some recommendations on what can be done with the properties. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to deny LUC-25-00009. Motion carried unanimously.

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

**COMMISSIONER ITEMS:**

**Commissioner Smith:**

1. Child Fatality Review – Commissioner Smith had a strategy policy meeting to discuss the impacts of domestic violence and develop policy recommendations around those impacts.
2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith is hoping to attend the CCI Summer Conference in a couple weeks.
3. Child Welfare Allocation Committee – Commissioner Smith relayed they are discussing the allocation formula for child welfare that is planned to be adopted in the 2025-2026 fiscal year.
4. Cheatgrass Pull Day – Commissioner Smith mentioned this is taking place on May 31<sup>st</sup>.

**Commissioner Puckett Daniels:**

1. Town Hall – Commissioner Puckett Daniels stated they will be having another Town Hall on June 17th in Crested Butte.
2. County Assessor – Commissioner Puckett Daniels had a meeting with County Assessor Alexandra Cohen and relayed that the new property valuations did go out.
3. Lincoln Vibrant Communities Fellows Program – Commissioner Puckett Daniels applied and was accepted into this fellowship program and will not be attending the CCI Summer Conference due to the two events conflicting.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 11:32 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 THE COUNTY OF GUNNISON, COLORADO**

**RESOLUTION NO. 2025-21**

**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 Puckett Daniels, seconded by Commissioner Smith, and adopted this 20th day of May 2025.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

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

---

**Agenda Item:** DRAFT BOCC Minutes; 6/3/2025

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT BOCC Minutes; 6/3/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/17/2025

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
June 3, 2025**

The June 3, 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 (ABSENT)  
Matthew Hoyt, County Attorney

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

**ACTING CHAIR:** Commissioner Smith will be Acting Chair for this meeting due to Commissioner Puckett Daniels being remote.

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

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

**ALCOHOL BEVERAGE LICENSE #03-11784; BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA; 6/11/2025 TO 6/11/2026:**

**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Alcohol Beverage License #03-11784. Motion carried unanimously.

**ADJOURN:** Commissioner Smith adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

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

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

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

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

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

1. Grant #8311; Temple Hoyne Buell Foundation; Health and Human Services; 5/1/2025 to 4/30/2027; \$20,000
2. Round 3 Infrastructure Share funding; Colorado Opioid Abatement Council; Health and Human Services; 5/14/2025 to 5/13/2027; \$499,500
3. Trade Contractor Agreement; Stripe A Lot; Public Works; 6/3/2025 to 12/31/2025; \$140,000
4. Grant Application; Colorado Perinatal Care Quality Collaborative (CPCQC) and Colorado Behavioral Health Administration (BHA) Impact BH: Request for Proposals – Community Lead & Perinatal Navigation; Health and Human Services; \$100,000 & \$20,000
5. State of Colorado Intergovernmental Grant Agreement; CTGG1 QAAA 2026-TBD; Health and Human Services; 7/1/2025 to 6/20/2026; \$90,888
6. Grant Application; Track 1 Competitive Grant Application; Colorado Department of Health Care Policy & Financing; Health and Human Services; \$24,193.40
7. Intergovernmental Agreement Re: Nurse Home Visitor Program; County of Montrose; 6/3/2025 to 6/30/2026; \$107,000
8. Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project; Rocky Mountain Bird Observatory dba Bird Conservancy of the Rockies and U.S. Fish and Wildlife Service; 8/1/2025 to 7/31/2025
9. Correspondence Letter; Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program

**LAND USE CHANGE APPROVALS:** Planner Rachael Blondy was present for both items.

1. Boundary Line Adjustment; LUC-25-00016; Kunes – Jim Kunes was present for discussion.

Planner Blondy explained this is being requested because during the process to create a subdivision, an emergency onsite wastewater treatment system was installed across the boundary lines that were surveyed for the subdivision. Mr. Kunes would like the septic system to be on the parcel with the existing home. Mr. Kunes apologized for the mistake and thanked the Commissioners for their consideration. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve LUC-25-00016 Boundary Line Adjustment. Motion carried unanimously.

2. Lot Cluster; LUC-25-00018; Gunnison Bank & Trust Company – Chris Klein was present for discussion.

Planner Blondy stated the proposal to build the Gunnison Bank and Trust included a lot cluster of lots 11 and 12 that was previously approved, but unfortunately lot 13 was dropped from the process. Crested Butte South Metropolitan District requires lot 13 to be clustered to connect with both the sewer and water. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve LUC-25-00018, the lot cluster for Gunnison Bank and Trust Company. Motion carried unanimously.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 8:40 am.

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

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

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

Minutes Prepared By:

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

Attest:

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

DRAFT

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 6/13/2025 thru 7/31/2025

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
June 17, 2025, All Day @ BOCC Boardroom
2. [BOCC Town Hall - CB Depot](#)  
June 17, 2025, 6:00 PM - 7:30 PM @ Depot Building in Crested Butte
3. [BOCC Work Session](#)  
June 24, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)  
July 1, 2025, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)  
July 8, 2025, All Day @ BOCC Boardroom
6. [BOCC Regular Meeting](#)  
July 15, 2025, All Day @ BOCC Boardroom
7. [Board of Adjustment and Joint Public Hearing - Planning Commission Meeting](#)  
July 17, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room  
Board of Adjustment and Joint Public Hearing - Planning Commission Meeting - Agenda and Packet materials to be added
8. [BOCC Work Session](#)  
July 22, 2025, All Day @ BOCC Boardroom
9. [BOCC Town Hall - Pitkin](#)  
July 22, 2025, 6:00 PM - 7:30 PM @ Newcomb Community Center

## Gunnison County Organization

1. [Juneteenth](#)  
June 19, 2025, All Day
2. [Holiday - Independence Day - Offices Closed](#)  
July 4, 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**

---

**Agenda Item:** Federal Fiscal Year End Funding Agreement; 24-HTS-

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

GCSAPP CDOT grant year end funding close document.

**Fiscal Impact:**

**Submitted by:** Emily Mirza

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/12/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/12/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---



---

## Federal Fiscal Year End Funding Agreement

---

The Highway Safety Office, within the Office of Transportation Safety, Colorado Department of Transportation, administers federal and state highway safety funds to provide comprehensive behavioral solutions to persistent and emerging traffic safety issues.

The projects administered within these areas partner with state and local governments, law enforcement agencies and community programs. For required and accurate Federal reporting purposes, the HSO must amend your previous year awarded amount, to exclude unused funding. The October 1, 2023 through September 30, 2024 Fiscal Year Funding has closed.

In accordance with the FFY24 Contract Agreement (attached), the State hereby exercises its option to decrease the quantity of the Services at the rates stated in the Original Agreement, as amended. *Note: This will not affect the current year (FFY25) nor the FFY26 Contract Award .*

---

Federal Award Year	<b>2024 (October 1, 2023 - September 30, 2024)</b>
Grantee/Agency Name	<b>County of Gunnison</b>
Program Title	<b>Substance Abuse Prevention Project, yr 1</b>
Contract Agreement Number	<b>24-HTS-ZL-00208/491003273</b>
PO Line Number to Reduce	<b>FY24 Line 1</b>
Original Award Amount	<b>\$126485.78</b>
FY24 Reduction Request Amount	<b>-\$1213.28</b>
<b><i>Final FFY24 Grant Award Amount</i></b> <b><i>(for Federal reporting purposes)</i></b>	<b>\$125272.50</b>

For Grantee & Controller Reference:

Budget Items	Initial Award 10/01/2023	HSO Approved Internal Budget Modifications	Total Expenditures 10/1/23 – 09/30/24	Remaining Budget Amount (to be deducted from award)
Personnel Services	0	-0.00	-0.00	0.0
Hourly Employee	33796.80	0.00	-33637.28	\$ 159.52
Fringe Benefits Costs	9120.00	0.00	-9008.15	\$ 111.85
Operating Expenses	24297.27	0.00	-24230.88	\$ 66.39
Contractual Services	47300.00	0.00	-47290.00	10.00
Travel Expenses	473.00	0.00	-425.05	\$ 47.95
Capital Equipment	0	0.00	-0.00	\$ 0.00
Indirect Costs	11498.71	0.00	-10681.14	\$ 817.57
<b>TOTALS</b>	<b>\$126,485.78</b>	<b>\$ 0.00</b>	<b>(\$125,272.50)</b>	<b>\$1,213.28</b>

Source: Egrants claims expenditures.

By signing this request, the Grantee/Agency agrees to this FFY24 Federal Funding decrease for closure and accurate reporting,

Authorized delegate (Type Name and Title): \_\_\_\_\_

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

Highway Safety Office acknowledgement  
 \_\_\_\_\_

HSO Program Manager: \_\_\_\_\_

HSO Budget Controls Analyst: \_\_\_\_\_

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

**Agenda Item:** Funding Request; Energy Outreach Colorado 2025-202

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:** 10/1/2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

Energy Outreach Colorado provides utility assistance to low income community members

**Fiscal Impact:** 12900

**Submitted by:** Elizabeth Holena

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/5/2025

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/6/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

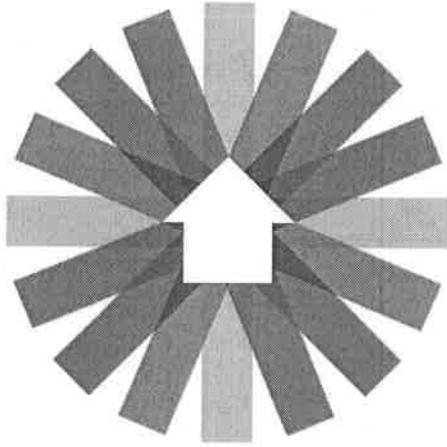
Consent Agenda

Regular Agenda

Worksession

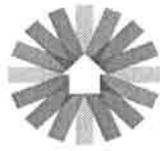
Time Allotted: 0

Agenda Date: 6/17/2025



**ENERGY  
OUTREACH  
COLORADO**  
Together We Power Stability

**2025-2026 Bill Payment Assistance  
Funding Request Packet**



**Funding Request Checklist  
2025-2026 Bill Payment Assistance Program  
Due by Monday June 30, 2025**

Agency Name: Gunnison County Department of Health and Human Services  
MOU Contact: Elizabeth Holena  
MOU Contact Phone: 970-642-4665  
MOU Contact Email: elizabeth.holena@state.co.us

**Financial Attachments**

- Year-end financial statements (See page 3 for requirements.)
- Certification of Financial Soundness Form
- Explanation of Financial Position (if applicable)

**Other Attachments**

- Program Liaison Form
- Agency Profile Form

We encourage you to apply for the full amount of funding required to meet your community's needs. Only request what you are confident your agency can spend on **unregulated energy bills** (Bill Pay funds) during the 2025-2026 EOC program year.

As a reminder, there is a different funding structure for the four regulated utility bills: Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. These utility bills are paid using shared funding sources, available to all EOC partner agencies on a first-come, first-serve basis.

In your request for Bill Pay funding, please only request what you can spend on unregulated utility bills, which are all bills except Xcel Energy, Atmos Energy, Black Hills Energy, and Colorado Natural Gas bills. If this is unclear, please contact [namon@energyoutreach.org](mailto:namon@energyoutreach.org).

**2025-2026 Funding Request  
(see last page for information on how much Bill Pay funding to request)**

2026 Bill Pay Funds Requested 12000  
Administrative Funds Requested (up to 7.5% total) 900  
Total Funding Request 12900

Q1 (Oct 1)	Q2 (Jan 1)	Q3 (Apr 1)	Q4 (Jul 1)
40%	30%	20%	10%

*Quarterly percentages are determined by EOC.*

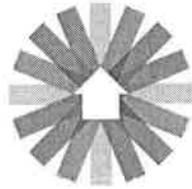
# Financial Documentation Requirements

The following documentation must be submitted no later than June 30, 2025.

- **Audited financial statements from the most recent complete fiscal year.** If the Agency's most recently completed fiscal year audit has not been completed, send the previous year's audit as well as the organization's most recent IRS Form 990. If the Agency does not conduct an audit, submit the Statement of Financial Position, (a.k.a. Balance Sheet) and Statement of Activities, (a.k.a. Income Statement or Profit & Loss) along with IRS Form 990 (if applicable).

*Note: Government agencies are exempt from submitting audited financials.*

- **Certification of Financial Soundness Form.** Signed by Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary or Treasurer of the Board.
- **Explanation of Financial Position** (if applicable). See the Certification of Financial Soundness form for more details.



**ENERGY  
OUTREACH  
COLORADO**

**Certification of Financial Soundness**

Energy Outreach Colorado strives to be the best steward possible of the funds it raises to ensure that income qualified Coloradans can meet their home energy needs. To do so, we must be confident that our partner agencies are financially sound. If there are any issues within a formal audit or with the agency's financial statements that might create the appearance of financial weakness, please disclose them and provide an explanation as to why this should not prevent Energy Outreach Colorado from continuing the partnership.

This information should be provided in a separate document entitled "Explanation of Financial Position". If the agency has received a management representation letter outlining material deficiencies, include a copy with the aforementioned document.

Agency Name: Gunnison County Department of Health and Human Services

**For Audited Agencies (select one)**

- I certify that the Agency does not have a management representation letter issued by its external audit firm following its most recent year-end audit, which identifies significant deficiencies and/or material weaknesses.
- The agency has received a management representation letter, which identifies significant deficiencies and/or material weaknesses, a copy of which is enclosed. Also enclosed is the "Explanation of Financial Position" referenced above.

**For Audited Agencies (select one)**

- I certify that the Agency's financial statements do not indicate or create the appearance of significant deficiencies and/or material weaknesses.
- The Agency's financial statements indicate or create the appearance of significant deficiencies and/or material weaknesses. Enclosed is the "Explanation of Financial Position" referenced above.

Ana Canada

Digitally signed by Ana Canada  
Date: 2025.05.21 10:29:16 -06'00'

Authorized Representative Signature\*

Finance Director

Title

Ana Canada

Printed Name

5/21/2025

Date

*\*Authorized representatives include Executive Director, Chief Financial Officer or Chair, Vice Chair, Secretary or Treasurer of the Board, or equivalent roles.*



### Bill Payment Assistance Program Liaison Form

Energy Outreach Colorado (EOC) requires each partner agency to designate an EOC Program Liaison. This person should be an agency staff member who administers the EOC program or directly oversees its administration. The liaison does not need to be a manager. In most cases, it is most effective if someone other than the executive director fulfills this function.

The Program Liaison is expected to:

- Serve as the agency's in-house expert on the Bill Payment Assistance program, its administration, and database.
- Respond to caseworker questions on program administration and the database.
- Attend annual trainings in September.
- Communicate with EOC regarding issues and questions that cannot be resolved internally.
- Be responsive to program-related communication.
- Read and understand the Program Administration Requirements prior to using the database and administering the EOC program and ensure that all case workers have done so as well.
- Understand how to use the Bill Payment Assistance Database regardless of whether (s)he uses it for entering participant applications (or other purposes) on a regular basis.
- Set up new user accounts and deactivate accounts in the Bill Payment Assistance Database.
- Ensure timely and accurate data entry of participant applications in the Bill Payment Assistance Database.
- Inform EOC immediately of any program-related staff changes. This includes changes at the Executive Director and program levels. If the Program Liaison leaves the agency or no longer works on EOC, a new liaison must be designated, and a new Program Liaison form must be submitted to alert EOC of the change.
- Alert EOC in advance of change of address.

Organization: Gunnison County Department of Health and Human Services

Executive Director: Joni Reynolds

Program Liaison: Elizabeth Holena

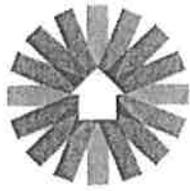
Job Title: Manager

Phone Number: 970-642-4665

Email: elizabeth.holena@state.co.us

Elizabeth Holena  
Program Liaison Signature  
5/27/25  
Date

Joni Reynolds  
Executive Director Signature  
5/27/25  
Date



**Bill Payment Assistance Agency Profile**

<b>Agency Name</b>	Gunnison County Department of Health and Human Services
<b>Organization Type</b>	County Government
<b>Employer Identification Number (EIN)</b>	8460007700
<b>Phone Number for Participant Assistance</b>	970-641-3244
<b>Website</b>	www.gunnisoncounty.org

**Agency Specific Eligibility Requirements (if different from EOC).**

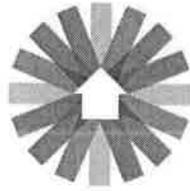
--

**Physical Address**

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				

**Mailing Address**

Street	220 North Spruce Street				
City	Gunnison	State	CO	Zip	81230
County	Gunnison				



**ENERGY  
OUTREACH  
COLORADO**

**Partner Agency Search**

If you want your agency to be listed on the Partner Agency Search (<https://www.energyoutreach.org/find-agency/>) or if you want to make any updates to your current listing, please specify changes below.

If you're not listed on the partner search, list N/A below. If you're listed, but have no changes to make, please specify 'no changes needed' below.

no changes needed

Languages spoken by agency staff

English, Spanish

Does your agency use a translation service for participants who speak languages not represented by your staff (**does not include AI tools or Google translate**)? If yes, please list the name(s) of the translation services used, below.

**What type of appointments does your agency provide? Choose all that apply.**

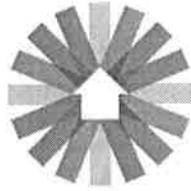
In Person

Remote

**Agency Service Area**

List **all** counties that your agency serves. If statewide, simply enter "all".

Gunnison and Hinsdale Counties



**ENERGY  
OUTREACH  
COLORADO**

**Key Agency Contacts**

Executive Director

Name	Joni Reynolds
Title	Executive Directgor
Phone	970-641-3244
Email	Jreynolds@

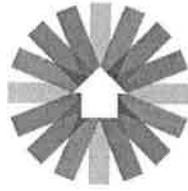
EOC Program Liaison

Name	Elizabeth Holena
Title	Manager
Phone	970-642-4665
Email	clizabeth.holena@state.co.us

Main Accounting Contact

Name	Ana Canada
Title	Finance Director
Phone	970-641-7960
Email	ACanada@gunnisoncounty.org

**Please return completed Funding Request Packets no later than the EOD Monday, June 30, 2025, to [energyassistance@energyoutreach.org](mailto:energyassistance@energyoutreach.org).**



## **Appendix A**

### **Funding Justification Request Guidelines**

The following questions are designed to help you arrive at a realistic Bill Payment Assistance Grant funding request for your agency based on the level of need in your area, agency capacity, and factors specific to your community.

Reminder: Do not include expected assistance for customers of Xcel Energy, Black Hills Energy, Atmos Energy, or Colorado Natural Gas. The shared funding for these bills is first come, first served.

**The following questions do not need to be answered as part of your funding request packet.**

1. What are the economic conditions like in the service area? Consider factors such as average median income and unemployment rates.
2. How much funding did your agency receive for Bill Payment Assistance in the 2024-2025 grant year? (Do not include administration funds.)
3. Of the funding your agency received for Bill Payment Assistance in 2024-2025, how much was spent and how much (if any) was returned to EOC?
4. If funding was returned to EOC, what are the reasons that those funds were unspent? Are those reasons still a factor?
5. How many energy bills did your agency pay in 2024-2025 with EOC funds?
6. What was the average payment amount?
7. How many bills do you estimate that your agency could pay based on the need in your service area and agency capacity?
8. What is the reasoning behind the assistance funds you are requesting? Ideally, your request will reflect the seasonal needs of your participants and funds will be fully spent by the end of each quarter.

To calculate your administration funding request, multiply your assistance request by the percent of admin that you would like to receive. The following is an example of an agency requesting \$10,000 in assistance funds.

$$\begin{aligned} \$10,000 \times 7.5\% &= \$750 \text{ admin request} \\ \$10,000 + \$750 &= \$10,750 \text{ total assistance request} \end{aligned}$$





# McMAHAN AND ASSOCIATES, L.L.C.

*Certified Public Accountants and Consultants*

CHAPEL SQUARE, BLDG C  
245 CHAPEL PLACE, SUITE 300  
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM  
MAIN OFFICE: (970) 845-8800  
FACSIMILE: (970) 845-8108  
E-MAIL: MCMAHAN@MCMAHANCPA.COM

## **To the Board of County Commissioners Gunnison County, Colorado**

We have audited the financial statements of Gunnison County, Colorado (the "County") as of and for the year ended December 31, 2023. Professional standards require that we provide you with the following information related to our audit.

### *Qualitative Aspects of Accounting Policies*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in the Note I to the financial statements.

Effective in 2023, the Town implemented Statement No. 96, *Subscription Based Information Technology Arrangements* ("GASB 96"), issued by the Governmental Accounting Standards Board ("GASB"). GASB 96 requires that the Town report certain lease assets and liabilities for subscription-based information technology arrangements that previously were classified as operating expense, and recognize inflows or outflows of resources based on the payment provisions of each such contract.

No other new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimated allowance for uncollectible receivables at December 31, 2023, which management has based on industry practice and experience, including actual collections since year-end.
- Estimated useful lives for capital assets subject to depreciation, which management has based on industry practice and experience.
- Estimated remaining useful life of landfill, which management has based on industry practice and experience.

We evaluated the key factors and assumptions used to develop these estimates and found them reasonable in relation to the financial statements taken as a whole.

### *Difficulties Encountered in Performing the Audit*

As discussed later in this letter, we encountered delays in completing our audit due to difficulties in obtaining accurate / complete records. However, through the diligence of the County's CFO and his staff, we were eventually provided the necessary documents and records to allow us to perform sufficient procedures to complete our audit of the County's 2023 financial statements.

*Member: American Institute of Certified Public Accountants*

PAUL J. BACKES, CPA, CGMA  
MICHAEL N. JENKINS, CA, CPA, CGMA  
MATTHEW D. MILLER, CPA

AVON: (970) 845-8800  
ASPEN: (970) 544-3996  
FRISCO: (970) 668-3481

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The following adjustments were identified and corrected during the audit:

**General Fund:**

- Adjust property tax receivable and deferred revenue \$656,528
- To restate lease receivables to capital projects fund 347,513
- To clear pooled cash and accounts payable variances \$673,311
- To accrue National Forest Foundation salary for grant coordinator \$120,000
- To record fair value of investments \$888,937
- To record budget transfer from Internal Service Fund \$58,660

**Human Services**

- To adjust property tax receivable \$21,911

**Airport Operations**

- To adjust lease liability for amount of principal payments \$172,855
- To reconcile accounts payable variance \$31,758
- To capitalize fixed assets \$2,323,326
- To correct accrued compensated absences balance \$56,491

**Sales Tax**

- To accrued sales tax allocations for the month of December \$146,627

**Risk Management**

- To restate self-funded deposits and adjust balance to year end \$195,864

**Capital Expenditures**

- To restate lease from General Fund \$450,003

**Sewer Fund**

- To post changes in depreciation \$204,137
- To adjust debt for principal payments made \$38,114

**Water Fund**

- To post changes in depreciation \$131,810
- To adjust debt for principal payments made \$27,162
- To correct accrued compensated absences balance \$6,430

**Solid Waste**

- To capitalize fixed assets \$750,335
- To adjust debt for principal payments made \$86,708
- To reverse landfill postclosure cost estimate \$228,159
- To correct accrued compensated absences balance \$4,708

**Housing Authority Administration**

- To adjust deferred revenue and federal grants revenue to agree to reporting \$500,000

**Assisted Living**

- To post changes in depreciation \$38,063

**Internal Service Fund I**

- To accrue accounts payable invoice for vehicle \$42,271
- To correct fund balance to agree to prior year audit \$29,651
- To adjust inventory to agree with listing \$18,262
- To correct accrued compensated absences balance \$25,138

**Internal Service Fund II**

- To record current year depreciation \$339,002
- To correct accrued compensated absences balance \$1,449
- To adjust prepaid expenses \$20,181

**Internal Service Fund III**

- To record General Fund budgeted transfer \$58,660

*Disagreements with Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

As is required in all audit engagements, we have requested certain representations from management that are included in the management representation letter dated September 27, 2024.

*Material Weakness*

In planning and performing our audit of the County's financial statements as of and for the year ended December 31, 2023 in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. We consider the following deficiency in the County's internal control to be a material weakness.

### *Completeness and Accuracy of Accounting Records*

A critical control to safeguard County resources and ensure accurate financial reporting is the timely, complete, and accurate reconciliation of all significant account balances, including cash / investments, and all major assets and liabilities (especially those accounts which utilize subsidiary ledgers). These reconciliations help ensure that transactions reported on both external records (such as monthly bank statements) and within the subsidiary ledgers (such as the accounts receivable or accounts payable listings) are properly recorded within the County's general ledger system. Failure to perform complete and accurate reconciliations creates a significant financial risk to the County due to the possibility of omitting transactions from the County's internal financial reports.

We noted significant delays in the reconciliation of the County's assets and liabilities, which were not complete as of scheduled fieldwork for the audit. It is critical that the County performs timely reconciliations of critical account balances to supporting records, as applicable, so as to ensure the accuracy and completeness of its internally-produced financial reports. The County should have secondary reviews performed on all reconciliations, and should be sufficiently prepared to provide such reports at the time of the scheduled audit.

In the course of our audit, we observed multiple instances where reconciliations were not accurately or completely prepared for the 2023 fiscal year, or were completed with significant delays:

- Unrealized gain on Treasurer investments
- Cash reconciliations to Treasurer
- Accounts payable reconciliations
- Fixed asset reconciliations
- Payroll reconciliations to 941 quarterly IRS filings

The lack of accurate, complete reconciliations required us to spend significant time working with County staff to identify reconciling items, resulted in significant adjustments to the County's financial records (as noted earlier in this letter), and delayed completion of the audited 2023 financial statements.

It is imperative that the County regularly reconciles all of its critical account balances to supporting external records and subledgers, as applicable, so as to ensure the accuracy and completeness of its internally produced financial reports. All reconciling items should be promptly investigated and resolved as soon as possible. Reconciliations should be reviewed by an appropriate supervisory staff member (i.e., someone who did not prepare the reconciliation), signed and dated as evidence of this review process, and retained for future reference.

The County should also ensure that the Finance department has sufficient staff resources to timely perform this necessary function, whether internally or through the use of outside professionals.

Software conversions and significant staff turnovers created significant difficulties in completing necessary reviews and reconciliations of the County's accounts. The CFO and staff have undertaken significant efforts to correct these deficiencies.

### *Payroll Software Implementation*

We noted many issues from various departments during interviews and review of payroll during interim fieldwork. As the payroll implementation occurred at the end of the fiscal year of the audit, many issues still existed during the timeframe of testing including miscoding, improperly set up timekeeping, inaccurate W-2s, and errors in payroll deductions. Management is working diligently to correct such issues that were as a result of the new payroll software during fiscal year 2024.

This report is intended solely for the information and use of the Board of County Commissioners, management, and others within the County and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

*McMahan and Associates, L.L.C.*

**McMahan and Associates, L.L.C.**  
**September 27, 2024**



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

**Agenda Item:** Gunnison/Hinsdale Combined Emergency Telephone Ser

**Action Requested:** Motion

**Parties to the Agreement:** Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA)

**Term Begins:** 6/18/2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

County representative position appointment for the Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA)

**Fiscal Impact:** None

**Submitted by:** Joni Reynolds

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025



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

## Memo

TO: Matthew Birnie, County Manager

FROM: Joni Reynolds, ACM

RE: Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA)

The GHCETSA board IGA and bylaws include the appointment of one representative from Gunnison County. Scott Morrill has served as the Gunnison County representative on the GHCETSA since 2019. Scott is retiring effective 6/27/2025 from Gunnison County and a new GHCETSA representative appointment is necessary.

Lisa Bickford starts working for Gunnison County on 6/16/2025 as the new Emergency Management Director. I recommend Lisa Bickford for the Gunnison County representative on the GHCETSA effective 6/18/2025.

Thank you for your consideration.



Scott Morrill

Ryan White

Office of Emergency Management

[www.gunnisoncounty.org](http://www.gunnisoncounty.org)

June 2, 2025

Gunnison / Hinsdale Combined Emergency Telephone Service Authority (GHCETSA)  
Chairperson CJ Malcolm

RE: Gunnison County GHCETSA representation

Mr. Malcolm,

With my upcoming retirement from Gunnison County on June 27, 2025, I am tendering my resignation as the Gunnison County representative on the GHCETSA Board and as Secretary of the Board. My resignation is effective June 17. The Gunnison County Board of County Commissioners will appoint the new representative to the GHCETSA at their meeting on Tues June 17. The new County representative will be announced and introduced at the GHCETSA meeting on Wed June 18.

Working with this Board in its various iterations over the past thirty years is one of the highlights of both my dispatch and emergency management careers. What we, collectively, have accomplished and sustained is nothing short of amazing. We've encountered many significant challenges but working together, we flipped those into successes. The amount of time, effort, and expertise that so many people have contributed to maintaining and expanding our dispatch center and communications systems over the years is incredible. There are few, if any, rural communications boards that function at the high level the GHCETSA does. I am so proud of that.

I wish the Board, and each of you individually, continued success and best wishes. It has truly been an honor to work with all of you over the years.

Respectfully,

A handwritten signature in black ink that reads "Scott Morrill". The signature is written in a cursive style with a large, stylized "S" and "M".

Scott Morrill

**BYLAWS  
OF THE GUNNISON/HINSDALE  
COMBINED EMERGENCY TELEPHONE SERVICE AUTHORITY**

**ARTICLE I  
NAME AND SCOPE**

- 1) **Name.** Pursuant to the laws of the State of Colorado, these bylaws establishing and providing for the administration of the Gunnison/Hinsdale Combined Emergency Telephone Service Authority (“Authority”) are adopted by and on behalf of the Board of Directors (“Board”), and become effective this June 24, 2020.
- 2) **Conflict with IGA and Statutes.** These bylaws are supplemental to, and subject to, the Intergovernmental Agreement (“IGA”) effective June 24, 2020, which is incorporated into these bylaws by reference, and the applicable statutes of the State of Colorado. The IGA shall override any conflict between these bylaws, and the applicable statutes shall override any conflict between the IGA and such statutes.
- 3) **Purpose.** The purpose of these bylaws is to provide rules and regulations for the administration and operations of the Authority.

**ARTICLE II  
BOARD OF DIRECTORS**

1) **Membership.** Membership on the Board of Directors is governed by the terms of the Gunnison/Hinsdale Combined Emergency Telephone Service Authority IGA:

- 1) Gunnison County – one representative;
- 2) Hinsdale County – one representative;
- 3) City of Gunnison – one representative;
- 4) Town of Crested Butte – one representative;
- 5) Town of Mt. Crested Butte – one representative;
- 6) Gunnison County Fire Protection District – one representative;
- 7) Crested Butte Fire Protection District – one representative; and
- 8) Gunnison Valley Health – one representative

1. **Future Membership.** Any future entity that wishes to join the Authority as a Member must meet a threshold burden to be established by the Board. The Board of Directors must vote to approve a new Member by a two-thirds majority vote of all current Members. Members that no longer meet the minimum service threshold established by the Board may be removed from membership by a two-thirds majority vote of all current Members.

- 4) **Non-Member Users.** Non-member users and fee payers for services provided by the Authority that do not meet the minimum threshold may not vote in Board meetings. Input may be provided and the Board should work to consider such input when voting.
- 5) **Board of Directors; Voting.** Each member shall have one vote at board meetings and shall comprise the Board. The individual casting a vote shall be selected by his or her respective governing board, council, commission, or entity and shall be appointed by formal action or resolution. Each member may appoint an alternate individual to cast a vote in the event the selected representative is not present at a board meeting. In the event the primary and alternate representative are both present at the meeting, the primary representative shall have the only cast vote. Terms of such appointments shall be in effect until modified or revoked by his or her respective governing board, council, commission, or entity. The Board is empowered to conduct and manage the business and affairs of the Authority and may exercise all powers of the authority and do all lawful acts and things necessary in its discretion to effectuate the purposes of the IGA in these bylaws, subject to any limitations set forth in these bylaws, the IGA, or applicable law.

### **ARTICLE III OFFICERS**

- 1) **Officers.** The Officers of the Board shall consist of:
  - a) **Chair.** The Chair shall preside over all meetings of the Board. The Chair shall oversee the operation of the Board and shall perform such other duties as may, from time to time be set forth in these bylaws or by the membership of this Board. The Chair shall be a regular member of the Board.
  - b) **Vice-Chair.** The Vice-Chair shall fill the position of the Chair in the Chair's absence and shall perform such other duties as the Chair may require or as may be required by these bylaws. The Vice-Chair shall be a regular member of the Board.
  - c) **Secretary.** The Secretary shall prepare and keep written minutes of the meetings and proceedings of the Board, give notice of the meetings to the members and to the public, and make all minutes and records of the Board available for inspection during regular business hours upon the request of any Board member or any member of the general public. The secretary need not be a regular member of the Board.
  - d) **Treasurer.** The Treasurer shall be responsible for the management and reporting of the Authority's finances. The treasurer need not be a regular member of the Board and may be combined with the duties of the secretary. The treasurer may be the fiscal agent for the Authority.
- 2) **Election of Officers.** Election of Officers shall conform with the following:
  - a) Officers of the Board shall be elected at the first regular meeting of the year.

- b) Officers shall serve a one-year term and shall be eligible for re-election to subsequent one year terms. There shall be no limit to the number of terms an officer may serve.
- c) Elections may be held by one of the following methods:
  - i) Acclamation; or
  - ii) Secret Ballot.

Nominations may be taken from the floor at the meetings at which the elections are held.

- 3) **Bond.** The Treasurer shall furnish bond in the initial amount of \$5,000, and in such future amounts as may be designated by the Board. The Board, at their discretion in lieu of a bond, may accept crime coverage included in any commercial insurance policy procured by the Authority.
- 4) **Authorized Signers.** The Board Chair, Vice-Chair, Treasurer and the Executive Director shall be the authorized signatories for disbursements by the Authority. The fiscal and administrative office shall require two signatures from authorized signers prior to issuing payments. The Executive Director is further authorized to enter into contracts on behalf of the authority for amounts up to \$25,000. The signature of the Chair is required for any contract amount \$25,000 or greater.

#### **ARTICLE IV MEETINGS**

- 1) **Regular Meetings.** The regular meetings of the Board shall be held at least quarterly on the first Wednesday of the first month of each quarter at 9:00 am, unless otherwise agreed to by the Board.
- 2) **Special Meetings.** Special meetings may be called from time to time by the Chair, upon due notice to each Board member and the public at least twenty-four (24) hours in advance of such meeting. Notice requirements shall be deemed waived by attendance at a special meeting without making an objection based on lack of notice.
- 3) **Quorum.** In order to conduct business at either a regular or special meeting of the Board, a quorum must be present. A quorum shall consist of a majority of the total number of members currently serving on the Board.
- 4) **Conducting Meetings.** The Chair shall call all meetings to order and conduct such meetings.
- 5) **Remote Participation.** One or more Board members may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating members can simultaneously hear each other during the meeting.
- 6) **Minutes.** The Secretary shall keep all records and minutes of meetings.
- 7) **Committees of Directors.** The Board, by majority vote, may create one or more committees, each consisting of two or more Board members. Each such committee shall serve at the pleasure of the

Board. All provisions under the statutes and these Bylaws shall apply to such committees and their members.

## ARTICLE V EXECUTIVE DIRECTOR AND EMPLOYEES

- 1) **Executive Director.** The Board of Directors shall have the authority to hire and terminate an Executive Director to perform operational and administrative duties for the Authority, who shall serve at the pleasure of the Board and may be removed for any reason. The Board and the Executive Director shall periodically review the overall direction of the Authority with respect to the strategic plans and present the Executive Director with comments by the Board concerning the Executive Director's performance. Such review shall occur at least annually. The Board shall enter into an employment agreement with the Executive Director outlining the terms of employment, separation, severance pay (if desired), annual salary, etc.
- 2) **Employees.** Employees of the Gunnison Regional Communications Center (Dispatch Personnel) shall receive compensation for their services, which shall be paid out of the yearly budget. The Board of Directors does not have authority to manage the employees but shall have the authority to designate staffing levels and the overall compensation plan according to these bylaws.

The Executive Director is the supervisor of the employees of the Authority (Dispatch Personnel). The Executive Director may hire, terminate, or discipline such employees in his or her discretion, and such employees are deemed to be "at will" and may be removed for any reason. Such employees deemed to be are, unless or until changed by the Board by majority vote of the members, employees of the City of Gunnison for benefit, human resource, and administrative purposes, and shall not be considered an employee of any other member for such purposes. The City of Gunnison human resource policies and procedures apply to such shall employees, except that such policies and procedures shall not change or modify an employee's "at will" status. .

- 3) **Anti-Nepotism.** The purpose of this policy is to establish uniform practices regarding the employment of relatives of current employees of the Authority. The intent of this policy is to prevent the appearance of partiality in the hiring, promotion, demotion, reassignment, and transfer of employees, thereby limiting the negative effect on employee morale and the appearance of impropriety to the public.
  - a) The following relatives of any officer, employee, or elective official of the Authority who has the authority to hire, fire, or supervise employees, or of his spouse, shall not be hired by any officer, employee or elective official of the Authority without the prior consent of the Board of Directors: spouse, child, parent, brother, or sister. All relationships shall include those arising from adoption.
  - b) Without prior consent of the Board by majority vote, an employee shall not be assigned, transferred or promoted, if such action will violate this policy. The Board's consent is required even though consent may have previously been granted to the employee(s) involved.

- c) When two employees marry or partner in a civil union pursuant to the “Colorado Civil Union Act,” pursuant to Title 14, Article 15 of the Colorado Revised Statutes and such marriage or union results in a violation of paragraph B. above, the Board of Directors will attempt to arrange a transfer to a similar position for one of the employees, ordinarily the one in the more junior job classification. There is no guarantee that the new position will be within the same classification or at the same salary level. Where a transfer cannot be arranged or is not accepted by the employee(s), then one of the affected employees shall be separated from Authority service. Such separation shall be accomplished either by voluntary resignation of one of the affected employees or, in the event neither of the affected employees voluntarily resigns, by the termination of the less senior employee through a non-disciplinary separation from Authority service.
- 4) **Personnel Policies.** Upon the majority vote of the Board, personnel policies of the Fiscal and Administrative Office or other policies or procedures may be enacted from time to time and placed in full force and effect for the officers and employees of the hearing Authority.
- 5) **Indemnification.** Subject to applicable statute or insurance policy, any person made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a director, officer, agent, or employee of the Authority shall be defended and indemnified by the Authority against the reasonable expenses, including attorney’s fees, actually and necessarily incurred by him or her in connection with such an action, suit, or proceeding. Notwithstanding the foregoing, no defense or indemnification shall be made by the Authority if a judgment or other final determination establishes that the potential indemnitee’s acts were committed in bad faith, were the result of active or deliberate fraud or dishonesty or clear and gross negligence, or were committed solely on behalf of, for the sole benefit of, or at the sole direction of an individual member rather than the Authority. Should the Board assume any indemnification or defense under this provision of these bylaws, the Board shall retain the sole discretion to settle the or compromise any claim made against such person and, if legal counsel is retained to defend any such claim, to select legal counsel, unless such person expressly releases the authority from its defense and indemnification obligations pursuant to this provision of the bylaws.

## ARTICLE VI ACCOUNTING STRUCTURE

- 1) **General Fund.** The Board shall establish a General Fund to account for resources of the Authority which are not required legally or by sound financial management to be accounted for in another fund. Ordinary operations of the Authority and general revenues will be reflected in this fund. Such fund shall utilize the modified accrual basis of accounting and budgeting.
- 2) **9-1-1 Restricted Fund.** The Board shall establish the 9-1-1 Restricted Fund, classified as a special revenue fund, to account for the accumulation and expenditures of surcharges according to C.R.S. 29-11-102(2), along with associated interest earnings on unexpended surcharge revenue. Such fund shall utilize the modified accrual basis of accounting and budgeting.

## ARTICLE VII

**FISCAL AND ADMINISTRATIVE OFFICE**

By July 31 of each year, the board shall select a Fiscal and Administrative Office and to provide for accounting, budgeting, accounts payable, accounts receivable, information technology, and other administrative support. Such relationship shall be provided according to a contract for the upcoming fiscal year. The initial Fiscal and Administrative Office shall be the City of Gunnison. The Authority and the City of Gunnison shall negotiate a fee for providing these services. If an agreement to provide services is not reached the Center may obtain these services from other providers.

**ARTICLE VIII  
AMENDMENT PROCEDURE**

These Bylaws may be amended from time to time by the majority vote of the Board to conform to any amendments to the Colorado laws, or for any other reason, at the discretion of the Board.

**ARTICLE IX  
ADOPTION**

The foregoing Bylaws were adopted by the members of the GUNNISON/HINSDALE COMBINED EMERGENCY TELEPHONE SERVICE AUTHORITY, on the 24<sup>TH</sup> day of JUNE, 2020.

HINSDALE COUNTY

By \_\_\_\_\_

CITY OF GUNNISON

By *[Signature]*

TOWN OF CRESTED BUTTE

By *[Signature]*

TOWN OF MT. CRESTED BUTTE

By *[Signature]*

GUNNISON COUNTY FIRE PROTECTION  
DISTRICT

By  6/24/2020

CRESTED BUTTE FIRE PROTECTION  
DISTRICT

By  6-24-20

GUNNISON VALLEY HEALTH

By  6/24/2020

GUNNISON COUNTY

By  06/24/20

ATTEST:

\_\_\_\_\_  
Secretary

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

---

**Agenda Item:** Acknowledgment of County Manager's Signature; MTCE

---

**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDOT

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is a revision of the previous agreement with CDOT that was requested by the state comptroller. They have changed the form and need to execute a new one.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/4/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/4/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/4/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---

(State \$HWY Mtce)  
COUNTY OF GUNNISON

Rev 10/03  
Region: R3 (BH)

### CONTRACT

**THIS AGREEMENT is entered into by and between COUNTY OF GUNNISON (hereinafter called the “Local Agency” or “Contractor”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).**

#### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$148,500.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of noxious weed spraying on the state highway system as hereinafter set forth. Noxious weeds are defined in Exhibit A.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

#### **THE PARTIES NOW AGREE THAT:**

##### **Section 1. Scope of Work**

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

##### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit B** (Local Agency Resolution)
7. **Exhibit E** (PII Certification)

##### **Section 3. Term**

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2025, whichever is later. The term of this contract shall terminate on June 30, 2030. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

##### **Section 4. Project Funding and Payment Provisions**

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract

and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$27,000.00 per State fiscal year. The cumulative five-year total is \$135,000.00. In accordance with Section 17.C, the Parties agree that this rate may increase up to 10% of the cumulative five-year total, for a maximum increase of up to \$13,500.00, for a maximum contract total that shall not exceed \$148,500.00.** The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory noxious weed spraying under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

#### **Section 5: State & Local Agency Commitments:**

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall be responsible for noxious weed spraying on the highway miles.
- C. The Local Agency shall perform all Maintenance Services on an annual basis as described on Exhibit A. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.
- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

#### **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

#### **Section 7. Termination Provisions**

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

**Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

**Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region R3, . Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

**If to State**

CDOT Region: R3  
 Todd Blake  
 Project Manager  
 606 S 9th St.

**If to the Local Agency**

County of Gunnison  
 Jason Evanko  
 Weed Program Coordinator  
 725 S. 10th Street

Grand Junction, CO 81501  
970-640-3452

Gunnison, CO 81230  
724-875-8493

#### **Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

#### **Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

#### **Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

#### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

#### **Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

#### **Section 16. Survival of Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

#### **Section 17. Modification and Amendment**

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

##### **A. Amendment**

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this

Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Parties agree that an Amendment is necessary if the renegotiated rate and cumulative five-year total is greater than \$148,500.00. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

**B. Option Letter**

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A**. If the increase is 10% or less, the State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established the previous State fiscal year in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

**C. State Encumbrance Letter**

The State may encumber the funds up to the maximum amount allowed, including any increase by the Local Agency up to 10% of the aggregate contract maximum made pursuant to Section 4.C, during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract. Any increase request shall consider the history between the parties, availability of labor, equipment, staff, fuels, chemicals, products, and mileage and any other applicable criteria presented. Any increase must be shown to be fair and reasonable, requested in writing by the Local Agency and will be limited to one (1) increase per year after the first year.

**Section 18. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**Section 19. Does not supersede other agreements**

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

**Section 20. Subcontractors**

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract

any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

## **Section 21. Statewide Contract Management System**

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies.

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

Local Agency's performance shall be subject to Evaluation and Review 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 and Review of Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency'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 Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** 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 Local Agency, by the Executive Director, upon showing of good cause.

## **Section 22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

### **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(19), 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., applicable Local Agency law, rule or regulation.**

Financial obligations of the Parties payable after the current State Fiscal Year or 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 Parties, 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 Parties to indemnify or hold Contractor harmless; requires the Parties 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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Section 23. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p style="text-align: center;"><b>LOCAL AGENCY COUNTY OF GUNNISON</b></p> <p>Signed by: By: <u>Matthew Birnie</u> <small>DF57D9FBAE8C463...</small> *Signature</p> <p>Name: <u>Matthew Birnie</u> (Print Name)</p> <p>Title: <u>County Manager</u> (Print Title)</p> <p>Date: <u>6/10/2025</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO Jared S. Polis Department of Transportation</b></p> <p>DocuSigned by: By: <u>Keith Stefanik</u> <small>63C1F837D40E4B3...</small></p> <p>Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: <u>6/10/2025</u></p>
<p style="text-align: center;"><b>SECOND LOCAL AGENCY SIGNATURE, IF NEEDED COUNTY OF GUNNISON</b></p> <p>By: _____ *Signature</p> <p>Name: _____ (Print Name)</p> <p>Title: _____ (Print Title)</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</b></p> <p>By: _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

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

DocuSigned by:  
By: Lois Copelmann  
BDA801C5CFAC478...

Colorado Department of Transportation

Date: 6/10/2025



**COLORADO**  
Department of Transportation

## Exhibit A SCOPE OF WORK

Colorado Department of Transportation Scope of work for Maintenance performed duties by  
Gunnison County.

The Local Agency shall perform Noxious Weed Management/Spraying "maintenance services" for the State Highway and US Highway System segments described herein,

State Highway	Milepost (approximately) From	Milepost (approximately) To
HWY 50	116	166
HWY 114	0	8
HWY 133	15	45
HWY 92	56	73
HWY 149	81	117
HWY 135	0	27

To include noxious weed management within the local Agencies jurisdiction.

Project consists of approximately 168 miles with a spot spraying application of herbicides covering the right-of-way on both sides of the highway.

The project will requires applications:

- early spring/spring
- late spring early summer
- early summer/summer
- late summer/early fall
- supplemental spraying (Supplemental spot spraying might occur in problem areas at the discretion of the project manager and agency representative)

The project will require applications to address (See: [CDA Noxious Weed List](#)) (Check all that apply):

- List A Species
- List B Species
- List C Species
- Other \_\_\_\_\_

Local Agency shall follow all applicable laws and regulations. Specific Department of Agriculture requirements to operate on CDOT's right-of-way shall include:



- Agency Applicator (Required CDA Commercial Applicator)
- Right of Way - 109 (ROW) endorsement on license

**Records**

The Agency shall keep spray records and shall be available for review and inspection by the project manager. The following requirements for record keeping shall apply:

1. Pesticide Applicators Act: 35-10-111. "Record-keeping requirements"
2. National Pollutant Discharge Elimination (NPDE), Pesticide Discharge Permit (PDP): 7.0 "Record Keeping and Annual Reporting"
3. Colorado Department of Public Health & Environment (CDPHE), Colorado Discharge Permit System (CDPS): 7.2 "Recordkeeping for All Operators who are For-Hire Applicators".

**Materials**

- CDOT supplies material
- Agency supplies materials

**Traffic Control Section**

Agency will provide traffic control that conforms with the latest edition of Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD).

**Restricted Chemicals for this project including organic farms, bee hives, sensitive areas, others (E.G., CDA's No Spray List):**

- Follow No-Spray list
- Other \_\_\_\_\_

**Special Requirements for operations on Federal Lands shall be followed.**

**In areas where CDOT ROW is on Federal Land such as the USFS, the Federal guidelines shall be followed for:**

1. Regulation on restrict chemical use, including any applicable local restrictions or EPA Restricted Use Pesticides and
2. Use Federal guidelines pursuant to the EPA's authorization of National Pollution Discharge Elimination System Permit

**Record Keeping (Requirements) Please check all that apply:**

- Pesticide Applicators Act (CDA)
- NPDES PDP (Federal)



CDPHE CDPS (Colorado Department of Public Health, "Within or Near State Waters")

**Invoicing Requirements**

The invoice shall include the following information for CDOT internal cost tracking by highway segment.

Highway

Mile Post to Mile Post (approximate)

Total Acres Sprayed

Labor Hours

Equipment Hours

Materials

**Costs (Rates can be an addendum - EXHIBIT A) (Put in for FY)**

**Time and Material Costs**

Costs will be calculated per hour treatments with two trained technicians, herbicide, other chemical, and equipment costs.

The cost per hour for labor and equipment will be \$ 117.50.

The herbicide cost shall not exceed \$ n/a for effective chemical inventory to conduct applications.

Total estimated cost for FY 2026 shall be no more than \$ 27,000.00. (note: total cost for IGA differ for each county)

Substantial increases in the cost of staff, fuel, equipment and or chemicals may require entities to renegotiate and amend this contract. Substantial increase is defined as anything more than 10%. (Note: negotiate terms prior to contract)

Centerline Cost per Linear Mile

Lump Sum

Supplement Spraying \$\$ (based on cost above)

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION  
(if applicable)

**EXHIBIT C - SAMPLE OPTION LETTER**

**SAMPLE IGA OPTION LETTER**

**Highway or Traffic Maintenance**

(This option has been created by the Office of the State Controller for CDOT use only)

<b>Date:</b> _____	<b>State Fiscal Year:</b> _____	<b>Option Letter No.</b> _____	<b>Routing #</b> _____
--------------------	---------------------------------	--------------------------------	------------------------

Vendor name: \_\_\_\_\_

**1) SUBJECT:**

Change in the amount of goods within current term.

**2) REQUIRED PROVISIONS:**

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

**3) EFFECTIVE DATE:**

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

**APPROVALS:**

State of Colorado:

**JARED S. POLIS, GOVERNOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

**State Controller  
Robert Jaros, CPA, MBA, JD**

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

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

Form date: August 16, 2013

**EXHIBIT D – SAMPLE ENCUMBRANCE LETTER**

**ENCUMBRANCE LETTER**

Date: [ ]	State Fiscal Year: [ ]	Encumbrance Letter No. [ ]	Routing #: [ ]
		Orig. IGA: [ ]	PO: [ ]

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [ ] .

The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

**STATE OF COLORADO**  
**Jared S. Polis, GOVERNOR**  
 Department of Transportation

By: \_\_\_\_\_  
 Keith Stefanik, P.E., Chief Engineer  
 (For) Shoshana M. Lew, Executive Director

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

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

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

By: \_\_\_\_\_  
 Department of Transportation

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

**EXHIBIT E**

**PII Certification**

**STATE OF COLORADO**

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

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

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

Signature:  DE57D9FBAE8C463

Printed Name: Matthew Birnie

Title: County Manager

Date: 6/10/2025

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

**Agenda Item:** Subcontractor Agreement; Gunnison Valley Health; S

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

**Parties to the Agreement:** Gunnison County/ Gunnison Valley Health Hospital

**Term Begins:** 01/07/25

**Term Ends:**

**Grant Contract #:**

**Summary:**

Contract for GVH Mental Health Services in jail under JBBS contract.

**Fiscal Impact:**

**Submitted by:** Undersheriff Josh Ashe

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/5/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/3/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/3/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

## SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** ("Gunnison County"), acting as Fiscal Agent for the **Gunnison County Sheriff's Department** ("Gunnison Sheriff") and **Gunnison Valley Health**, a tradename registered to Gunnison Valley Hospital, a public hospital organized pursuant to C.R.S. 25-3-301 et seq., whose address is 711 N. Taylor St., Gunnison, CO 81230 ("Subcontractor").

### RECITALS

WHEREAS, under C.R.S. § 27-60-106, the Colorado General Assembly created the Office of Behavioral Health ("OBH") to implement the Jail Based Behavioral Services Program ("JBBS Program") with the purpose of providing mental health counseling, substance use disorder treatment and transitional care coordination in jails throughout Colorado, pursuant to C.R.S. § 18-19-103(5)(c)(V); and

WHEREAS, the Gunnison Sheriff has a JBBS Program which has been operational since 2011 and currently has three programmatic prongs: a Substance Use Disorder (SUD) Treatment Services pursuant to SB12-163, a Mental Health Treatment pursuant to SB18-250 with funding from the Correction Treatment Cash fund pursuant to C.R.S. § 18-19-103, and the Jail Medication Assisted Treatment (MAT) pursuant to SB19-008; all with the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shorter jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, the Colorado General Assembly passed SB18-250 as well as SB19-008, which allocated additional funding to the state-wide JBBS Program to address gaps in service for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric services and the purchase of medications; and

WHEREAS, the Gunnison Sheriff's JBBS Program is part of the state JBBS system, specifically identified in a project name as a JBBS/Mental Health Treatment project and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Gunnison County has agreed to serve as fiscal agent for purposes of the allocation of funds provided by the State of Colorado Department of Human Services for the JBBS Program; and will serve as grantee and be responsible for distribution and allocation of JBBS funds as required; and

WHEREAS, Subcontractor has been selected as the mental health services provider for the Gunnison Sherriff's JBBS Program and will provide such mental health services as

a subcontractor for Gunnison County in accordance with the State of Colorado Department of Human Services allocation of JBBS funds.

## AGREEMENT

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

### 1. SERVICES.

Subcontractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in Appendix "A". All work shall comply with the State of Colorado Department of Human Services Contract No. 23 IBEH 174456 and Amendment Contract Number 25 IBEH 188977, and all accompanying exhibits (collectively the "CDHS Contract") which is attached as Appendix "B".

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

### 2. TERM.

The term of this Agreement shall commence on **January 7, 2025** and shall terminate on **June 30, 2025**, unless sooner terminated or replaced as provided herein.

### 3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Subcontractor's performance of the Services, during the Term, Gunnison County shall pay Subcontractor fees not to exceed **One Hundred Fifty-Nine Thousand Five Hundred Sixty-Five and No/100 U.S. Dollars (\$159,565.00)** (the "Compensation"). Subcontractor shall submit a monthly invoice, no later than the 15<sup>th</sup> of each month, to Gunnison Sheriff's JBBS Program Administrator demonstrating incurred charges for Services provided in the previous month pursuant to

this Agreement. If payment shall be made by Gunnison County to Subcontractor, then it shall be paid within 45 days of receipt of the invoice. It is anticipated that the State of Colorado, as in the past, will directly reimburse Subcontractor for Services billed in monthly invoices.

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

In no event shall the Compensation exceed the legislative allocation of funds, as awarded in the CDHE Contract. Subcontractor shall be responsible for any incurred costs for Services provided under this Agreement that are not reimbursed by the State of Colorado pursuant to the CDHE Contract.

In the event that the CDHE Contract is terminated due to funding no longer being available, this Agreement shall simultaneously terminate and Subcontractor shall only be paid for Services provided up to the date of termination.

#### 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Subcontractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars

(\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

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

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

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

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

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

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

#### 6. INDEPENDENT CONTRACTOR.

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

**Subcontractor acknowledges and agrees that Subcontractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Subcontractor shall comply with all applicable laws, ordinances,

codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

#### 8. INDEMNIFICATION.

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

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

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

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

#### 9. DISCRIMINATION.

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

#### 10. PANDEMICS.

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

#### 11. ADA COMPLIANCE.

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

#### 12. MISCELLANEOUS.

- a. **SEVERABILITY.** If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Subcontractor shall be solely liable and responsible for any loss due to any term

of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

- b. **AMENDMENT.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. **CONFIDENTIALITY AND HIPAA.** Subcontractor agrees that all services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. In addition, Subcontractor agrees that all Services shall be performed pursuant to the most recent CDHS version of the HIPAA Business Associate Addendum/Qualified Service Organization Addendum which is found in the CDHS Contract, attached as Appendix B.
- e. **EXCLUSION, DEBARMENT AND/OR SUSPENSION.** Subcontractor warrants and affirms that it, its employees, agents, assigns or subcontractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Subcontractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Subcontractor or any of its employees, agents, assigns or subcontractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.
- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Subcontractor and its employees, agents, assigns or subcontractors that have direct contact with vulnerable persons in a state-operated facility, or who

provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in CRS § 27-90-111 to the State of Colorado.

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

### 13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Subcontractor and, therefore, Subcontractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

### 14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Subcontractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation.

### 15. OWNERSHIP OF PROPERTY.

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

### 16. WARRANTIES.

Subcontractor represents and warrants to the County as follows:

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

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

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

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

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

event it determines a conflict exists, after it has given the Subcontractor written notice describing the conflict.

20. FORCE MAJEURE.

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

21. NOTICES.

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

Gunnison County: Gunnison County Sheriff  
510 W. Bidwell Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-1113

With a copy to: Gunnison County Manager  
200 E. Virginia Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-0248

Subcontractor: Gunnison Valley Health Foundation  
711 N. Taylor St.  
Gunnison, CO 81230  
Phone:

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

22. GOVERNING LAW.

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

### 23. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

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

### 24. ENTIRE AGREEMENT.

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

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

#### 25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

#### 26. PUBLIC RECORD.

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

*[remainder of page intentionally left blank, signature page follows]*

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

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

SUBCONTRACTOR

By:  \_\_\_\_\_  
Jason Amrich - CEO Gunnison Valley Health

## APPENDIX "A"

### SCOPE OF SERVICES

Subcontractor shall perform and provide the following services:

1. Work directly with the JBBS Program Administrator to fully comply with the CDHS Contract.
2. Participate in reporting requirements set out in the CDHS Contract and promptly provide required documents to the JBBS Program Administrator.
3. Obtain and provide inmates with recovery services as laid out in the CDHS Contract.
4. Provide a licensed therapist 20 hours per week for therapeutic services for those participating in the JBBS program at Gunnison County Jail. A case agent shall be provided 40 hours per week for JBBS program services at the Gunnison County Jail. Payment for these positions and any position related to the JBBS Program will not exceed the JBBS rate schedule provided in the CDHS Contract, unless the State of Colorado and/or the JBBS Program Administrator approves a higher rate of pay for the position related to the JBBS Program.
5. A case aid shall be present during the entirety of all telehealth services provided to each inmate.
6. Provide all information necessary and promptly complete all CiviCore reporting as required by the CDPHE Contract.
7. Participate in staff meetings as requested by Gunnison County staff, Gunnison Sheriff staff and JBBS Program Administrator to discuss treatment plans and case progress to the extent allowed by applicable law.
8. Deliver any and all reports or documentation regarding all post-custody services provided to inmates. Post-custody services must be affiliated with the JBBS Program. All reports and/or documentation must be sent to the Gunnison County Jail Captain/JBBS Program Administrator on the 1<sup>st</sup> of every month.
9. Hold any lawfully required and necessary license(s) which permits the performance or provision of therapy services for purchase or otherwise, and meet all applicable qualification requirements in accordance with federal or Colorado laws and regulations.
10. Provide a licensed nurse practitioner on site for four (4) hours per week to provide inmate medication management services.
11. Provide MAT services as requested by JBBS Program Administrator and in accordance with the CDHS Contract for such.

Gunnison Sheriff agrees to perform and provide the following:

1. Ensure all work as described in the CDHS Contract is completed in accordance with its provisions by assigning a JBBS Program Administrator.
2. Oversee quarterly submission of a written report to the State using the CiviCore platform as required by the CDHS Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the CDHS Contract.
3. Monitor the provision of services by Subcontractor under this Agreement.
4. Obtain and provide to Subcontractor, all necessary authorizations and consents for the disclosure of protected and confidential health information.

APPENDIX "B"

CDHS CONTRACT

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

---

**Agenda Item:** Lease Agreement; Bishop of Pueblo; Clerk & Recorder

---

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

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

**Term Begins:** \_\_\_\_\_ **Term Ends:** \_\_\_\_\_ **Grant Contract #:** \_\_\_\_\_

**Summary:**

Lease for building for the Coordinated Election. Holly will have the contract for signature. Thank you

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

---

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

---

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 6/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/10/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 29 day of May, 2025, between the BISHOP OF PUEBLO, a corporation sole, whose address is 1001 North Grand Avenue, Pueblo, Colorado 81003 ("Lessor"), the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin Street, Gunnison, Colorado 81230.

WHEREAS Lessor owns the real property known as Queen of All Saints Parish Hall located at 405 Sopris Avenue, Crested Butte, Colorado 81224, also known to be at the address of 405 Sopris Avenue, Crested Butte, Colorado 81224 ("Parish Hall"); and

WHEREAS Lessor would like to support the Crested Butte community by leasing Parish Hall to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for the 2025 Coordinated Election; and

WHEREAS Gunnison County desires to lease Parish Hall from Lessor, and Lessor desires to lease Parish Hall to Gunnison County; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Gunnison County do hereby agree as follows:

### 1. GRANT OF LEASE.

Lessor hereby leases Parish Hall to Gunnison County as a VSPC for the 2025 the Coordinated Election, and use the same only as set forth in this Lease.

### 2. LEASE PERIOD.

This Lease shall be effective during 2025 on the following dates and times, unless otherwise terminated or extended under the terms of this Lease or mutual written agreement of the Lessor and Gunnison County:

*November 3 through November 4, 2025*

### 3. LEASE IS NON-EXCLUSIVE.

Lessor expressly reserves the right to enter and use Parish Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use.

### 4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor ONE THOUSAND THREE HUNDRED AND 0/100THS U.S. Dollars (\$1,300.00) for the use of Parish Hall during the lease periods identified in paragraph 2 of this Lease. Said payment shall be payable to Lessor within thirty (30) days of execution of this Lease.

#### 5. UTILITIES.

Lessor shall provide for utilities for heating, water, and electricity for Parish Hall. Gunnison County shall be responsible for telephone, internet, and any and all other costs not identified herein that may be associated with Gunnison County's use of Parish Hall.

#### 6. USE OF PROPERTY.

Gunnison County shall use Parish Hall exclusively and only for a VSPC for the 2025 Coordinated Election. Gunnison County agrees to conduct its uses of Parish Hall in an orderly manner. Gunnison County, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of Parish Hall. There shall be no alcohol allowed in Parish Hall.

#### 7. OPERATIONS.

Gunnison County agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Gunnison County's business and use of Parish Hall.

#### 8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease, Lessor shall provide for the maintenance, repairs and necessary improvements to Parish Hall. Lessor shall provide weekly janitorial service to keep and maintain the hallways, restrooms and other areas in a neat, clean and sanitary condition. Gunnison County shall provide snow removal to remove snow from the exterior walkways and entrances to Parish Hall during the October/November period of this Lease. Gunnison County shall be responsible for the setting up and taking down of the rooms (meaning setting of tables and chairs and any other equipment and putting the same away) at the end of each business day throughout the term of this Lease.

Gunnison County shall not modify, alter or reconstruct Parish Hall without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on, or about Parish Hall, including all fixtures temporarily affixed to Parish Hall, but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the term hereof or at its termination, to remove all such equipment. Gunnison County further agrees to repair or replace any damage caused to Parish Hall by Gunnison County's agents, invitees, guests, members of the public

required to be in Parish Hall for Gunnison County's use purposes, and Gunnison County employees.

#### 9. TAXES.

Lessor shall keep Parish Hall free and clear of all levies, liens and encumbrances, and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed related to Parish Hall.

#### 10. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease notwithstanding anything herein to the contrary, in the event Parish Hall or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Parish Hall or improvements.

#### 11. LIABILITY.

Gunnison County agrees to obtain and keep in force throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Colorado and Federal law which adequately protects all labor employed by Gunnison County during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and 0/100ths U.S. Dollars (\$350,000.00); and for an injury to two (2) or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and 0/100ths U.S. Dollars (\$990,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, personal property insurance coverage on any and all of Gunnison County's personal property in Parish Hall (i.e. Furniture, fixtures, computer equipment, etc.).

Gunnison County shall provide Lessor with copies of appropriate insurance policies, as nothing in this Lease, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

#### 12. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of Parish Hall.

13. OWNERSHIP.

Parish Hall is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Gunnison County shall have no right, title, or interest therein or thereto.

14. DEFAULT.

Gunnison County shall be considered to be in default of this Lease upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease which failure continues for a period of more than thirty (30) days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

15. TERMINATION.

Either party shall have the right to terminate this Lease at any time, with or without cause, upon thirty (30) days prior written notice to the other.

16. NOTICES.

Service of all notices under this Lease shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Bishop of Pueblo 1001 North Grand Avenue Pueblo, CO 81003
Gunnison County:	Board of County Commissioners of the County of Gunnison, Colorado 200 East Virginia Avenue Gunnison, CO 81230
With Copy to:	Gunnison County Clerk & Recorder's Kathy Simillion 221 North Wisconsin Street Gunnison, CO 81230

#### 17. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Gunnison County shall not (a) assign, transfer, pledge, or hypothecate this Lease, or any part thereof, or any interest therein, or (b) convey, sublet or lend Parish Hall or any part thereof.

#### 18. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

#### 19. SEVERABILITY.

In the event any term, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease, then at the option of such party, this Lease may be declared to be terminated.

#### 20. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

#### 21. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

#### 22. ENTIRE AGREEMENT.

Lessor and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No

alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Gunnison County with the same formality as this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

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

GUNNISON COUNTY CLERK AND RECORDER

By: Kathy Simillion  
Kathy Simillion, Clerk and Recorder

ATTEST:

Rob J. Mader  
Deputy County Clerk

FOR THE BISHOP OF PUEBLO

By: Father Andres Ayala-Santiago  
Father Andres Ayala-Santiago

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

**Agenda Item:** Letter of Support; Mountain Express' (MX) Federal

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Letter of Support for Mountain Express; 5339(b) funding application

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

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

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

June 13, 2025

Bruce Robinson, Associate Administrator for Program Management  
Office of Program Management  
Federal Transit Administration  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590

**Re: Support for the Mountain Express' (MX) Federal Transit Administration (FTA) Section 5339(b) Funding Application**

Dear Mr. Robinson,

This letter serves as Gunnison County's formal support for Mountain Express, which is seeking federal funding through the FTA Section 5339(b) Bus and Bus Facilities discretionary grant funding program for the construction of a comprehensive administrative and operations facility, as well as a large-scale indoor bus storage and maintenance facility. Gunnison County has long supported Mountain Express.

Gunnison County sees this project as critical to the long-term success of Mountain Express and our community's growth for several reasons. Transit services connect residents, employees, and visitors to major activity centers for jobs, schools, shopping, medical care, and recreation, thereby contributing to the economic vitality of the region. The surrounding communities depend on the Mountain Express to transport residents and visitors since the majority of the service area population is car dependent and access to employment requires vehicle use or public transportation. With a new facility, Mountain Express will be able to support fleet expansion, which will increase service capacity and improve the longevity and operational capacity of their bus fleet with indoor and covered bus storage that the current facility lacks.

We believe that this new facility will further Mountain Express's mission to provide safe, efficient, and reliable public transit and will help support the future evolution and growth of Mountain Express.

Sincerely,  
Gunnison County Board of Commissioners

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

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

\_\_\_\_\_  
Liz Smith, Commissioner

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

**Agenda Item:** State of Colorado Intergovernmental Agreement; Col

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Local Coordinating Organization Universal Preschool Contract

**Fiscal Impact:**

**Submitted by:** Lana Athey

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legtally sufficient. SO 6/12/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 6/12/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## Cover Page

**State Agency**

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

**Contract Maximum Amount**

Initial Term  
State Fiscal Year 2026: \$69,000  
CT QAAA 2026-TBD

**Contractor**

Gunnison County  
220 N. Spruce Street, Gunnison, CO 81230

Extension Term  
None

**Total** for All State Fiscal Years: \$69,000

**Contract Number**

CT QAAA 2026-TBD

**Contract Authority**

Authority to enter into this Contract exists in:  
Colorado Revised Statutes (C.R.S.) 26.5-1-104  
Law-Specified Vendor Statute (if any): NA  
Procurement Method: RFA (Request for Application)  
Solicitation Number (if any): (RFA)#: RFP QAAA 2025000210

**Contract Performance Beginning Date**

The later of the Effective Date or July 1, 2025

**Initial Contract Expiration Date**

June 30, 2026

Except as stated in §2D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years as required by the solicitation, or otherwise 5 Years from its Performance Beginning Date.

**Pricing/Funding**

Price Structure: Cost Reimbursement  
Contractor shall invoice: Monthly  
Fund Source: Cash

**Options**

The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v:

Option to Extend Term per §2.C: Yes.  
Option to Increase or Decrease Maximum Amount per §5.B.v: Yes.

**Contract Purpose**

The contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified

plan with community partners for the successful rollout of Colorado Universal Preschool and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.

### **Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Budget
3. Exhibit C – Additional Provisions
4. Exhibit D – PII Certification
5. Exhibit E – Sample Option Letter
6. Exhibit F- Data Access Agreement

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

1. Exhibit C, Additional Provisions
2. Exhibit D, PII Certification
3. Colorado Special Provisions in §18 of the main body of this Contract.
4. The provisions of the other sections of the main body of this Contract.
5. Exhibit A, Statement of Work.
6. Exhibit B, Budget
7. Exhibit E, Sample Option Letter
8. Exhibit F- Data Access Agreement

### **Principal Representatives**

For the State:

Glenn Robinson, Deputy Universal Preschool  
Director  
Colorado Department of Early Childhood  
710 South Ash Street  
Building C  
Glendale, CO 80246  
Glenn.robinson@state.co.us

For Contractor:

Lana Athey, Early Childhood Services Supervisor  
Gunnison County  
220 N. Spruce Street, Gunnison, CO 81230  
Email: lathey@gunnisoncounty.org

## 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.

### CONTRACTOR

Gunnison County

### STATE OF COLORADO

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

\_\_\_\_\_  
By: Matthew Birnie, County Manager

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

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

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

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

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

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

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

## TABLE OF CONTENTS

	COVER PAGE .....	1
	SIGNATURE PAGE .....	2
1.	PARTIES .....	4
2.	TERM AND EFFECTIVE DATE .....	4
3.	DEFINITIONS .....	6
4.	STATEMENT OF WORK .....	10
5.	PAYMENTS TO CONTRACTOR .....	10
6.	REPORTING - NOTIFICATION .....	12
7.	CONTRACTOR RECORDS .....	13
8.	CONFIDENTIAL INFORMATION-STATE RECORDS .....	14
9.	CONFLICTS OF INTEREST .....	17
10.	INSURANCE .....	17
11.	BREACH OF CONTRACT .....	21
12.	REMEDIES .....	21
13.	DISPUTE RESOLUTION .....	24
14.	NOTICES AND REPRESENTATIVES .....	24
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .....	25
16.	STATEWIDE CONTRACT MANAGEMENT SYSTEM .....	27
17.	GENERAL PROVISIONS .....	27
18.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	31

### 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 the Sample Option Letter attached to this Contract. 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 this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach 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, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. 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 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.
- 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. “**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.

- M. “**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.”
- N. “**Initial Term**” means the time period defined in §2.B.
- O. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- P. “**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.
- Q. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- R. “**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.

- S. “**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.
- T. “**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, CJJ, 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.
- U. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. “**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.
- W. “**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.
- X. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. “**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.
- Z. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.

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

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

#### **4. STATEMENT OF WORK**

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

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that 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 Exhibits A and C.
- 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 days of 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**.

## **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 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. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit** \_\_ on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit** \_\_ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## **9. CONFLICTS OF INTEREST**

### **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.

### **D. Acknowledgement**

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

## **10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. 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. Cyber/Network Security and Privacy Liability

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

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

v. 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.

vi. 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.

vii. 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 noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §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, 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.

## **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. 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.

## **17. 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 **§17.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 §17.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. Reserved

T. Accessibility

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

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

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

## **18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

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

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

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

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

### **C. GOVERNMENTAL IMMUNITY.**

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

### **D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to

be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Contractor shall 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.

**Statement of Work**  
LOCAL COORDINATING ORGANIZATIONS (LCOs)  
COLORADO UNIVERSAL PRESCHOOL PROGRAM  
Gunnison County

**CDEC PROGRAM CONTRACT MANAGER**

- Jessica Bennett, LCO Unit Manager

**ABBREVIATIONS**

- CDEC- Colorado Department of Early Childhood
- SOW- Statement of Work
- LCO- Local Coordinating Organization
- ECC- Early Childhood Council
- HB- House Bill
- CRS- Colorado Revised Statute
- AU- Administrative Unit
- FRC- Family Resource Center
- CCCAP- Colorado Child Care Assistance Program
- CO- Colorado
- UPP/UPK- Universal Preschool Program

**GLOSSARY**

- No terms.

**INTRODUCTION/BACKGROUND**

The Colorado Universal Preschool Program was created in the statute under HB 22-1295 and laid a foundation for the infrastructure necessary by authorizing the creation of LCOs in all regions of the state. CDEC launched the Colorado Universal Preschool Program

in the 2023-24 school year, offering a minimum of part-time (10 hours/week) high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten. Families can choose any participating licensed provider in the state. Additional state-funded hours may be available based on child or family circumstances that may impact kindergarten readiness.

The LCO is a community agency or organization that is responsible for supporting access to and equitable delivery of early childhood and family support programs in the community. Together, the Local Coordinating Organizations throughout the state serve to create a seamless system of universal preschool services representing collaboration among various public and private providers for the effective delivery of universal preschool services.

To ensure that community voices are elevated, and local partnerships are fostered, LCOs serve as CDEC's partners in each area of the state and implement the state's early childhood vision for the Colorado Universal Preschool Program in accordance with their local context to ensure the equitable provision of early childhood and family support programs.

## SCOPE OF WORK

- Develop and maintain a unified community plan with partner organizations for the successful implementation of Colorado Universal Preschool Program and work toward longer-term birth to five goals for comprehensive early childhood services and support for the catchment area with strategies to:
  - Ensure, to the greatest extent possible, with the available resources, that as many families as possible can access Colorado Universal Preschool and early childhood programs and services for which they are eligible, from birth to age five and beyond.
  - Promote, to the greatest extent possible, with the available resources, the mixed delivery of Colorado Universal Preschool Program through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities.
  - Support providers and families with resources for children to participate in the Colorado Universal Preschool Program equitably across all sites and programs.
  - Address capacity needs and assist in the alignment of all available resources with community demand.
  - Allow families as much choice as possible in their selection of child care providers, with the goal of ensuring a mixed delivery system.
- Report annually the results of the metrics defined by the LCO in the strategic community plans.
- Coordinate enrollment for universal preschool, collaborating with other early childhood and family support programs to the extent possible.
- Collaborate with the CDEC Universal Preschool Program Unit and the centralized help desk to support families and providers with operational processes in the Universal Preschool Program.
- Serve as a local resource for family access to quality early care and education from birth to five and beyond.

- Engage with all community partners and stakeholders to determine ongoing needs for providers in the defined catchment area.
  - LCO shall outline strategies to demonstrate collaboration with entities that support technical assistance and resources to improve quality.
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.
- Administer additional functions related to early childhood that are required by Colorado Revised Statute (C.R.S) § 26.5-2-104.
- Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators when a council is present in the LCO area, to promote and support school readiness and quality standards requirements, to the extent possible with available resources.
  - Coordinate with the ECC in the catchment area for added support.
  - If an ECC is also an LCO, leverage existing resources in the ECC as applicable to complete the potential duplicative deliverables outlined in this scope of work.

**PERIOD OF PERFORMANCE**

- July 1, 2025 - June 30, 2026.

**WHERE SERVICES SHALL BE PERFORMED**

- Gunnison and Hinsdale Counties, CO

**WORK PLAN**

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #1:** Develop and maintain a unified strategic community plan with partner organizations for the successful implementation of Colorado Universal Preschool Program and work toward longer-term birth to five goals for comprehensive early childhood services and support for the catchment area.

<b>Key Activity A1: Strategic Community Plan &amp; Measures</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
A1-1: Maintain Data informed Strategic Community Plan.	7/1/25-6/30/26	Develop and execute a Strategic Community Plan ( <i>ECC plans can be used to cover duplicated requirements of community plan in lieu of a new plan, if the LCO is an ECC</i> ).	-Submission of plan to the Universal Preschool Unit in specified template. -Annual formal review with Universal Preschool Program Unit to include revisions of the community plan to ensure the plan reflects the early childhood and family support programs and services within the community.	Early Childhood Services Supervisor	Personnel & Supplies
A1-2: Measurement of Strategic Community Plan.	7/1/25-6/30/26	Utilize local and state systems to measure performance in the Strategic Community Plan	-Capture needs -Capture steps required/used to meet needs. -Capture success of steps or barriers to success. -Capture challenges -Capture areas for future focus.	Early Childhood Services Supervisor	Personnel & Supplies



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-3: Distribute Strategic Community Plan.	7/1/25-6/30/26	-Distribute plan to community members. -Gather feedback following distribution of Strategic Community Plan to community.	-Capture number of reports distributed -Capture feedback from report. -Report feedback to the Universal Preschool Program Unit.	Early Childhood Services Supervisor	Personnel & Supplies

<b>Key Activity B1: Ensure, to the greatest extent possible, with the available resources, that as many families as possible can access Colorado Universal Preschool and early childhood programs and services for which they are eligible, from birth to age five and beyond.</b>					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Collaborate with partners to provide information to families on other local resources available.	7/1/25-6/30/26	Provide information to families via multiple methods, such as email, meetings and documentation.	-Capture shared resources utilized. -Capture number of partner meetings, collaborations, and documents distributed.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Community Outreach Specialist	Personnel
B1-2: Implement family recruitment activities from community plan.	7/1/25-6/30/26	-Recruitment activities and events executed. -Potential families shall be informed about the Universal Preschool Program including details on the structure, quality standards, requirements and benefits associated with participation.	-Capture number of opportunities where recruitment activities occurred. -Capture new family outcomes compared to goals/community needs -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Community Outreach Specialist	Personnel, Supplies & Travel



<b>Key Activity C1:</b>		<b>Promote, to the greatest extent possible, with the available resources, the mixed delivery of Colorado Universal Preschool through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities.</b>			
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
C1-1: Implement provider recruitment activities from community plan.	7/1/25-6/30/26	-Recruitment activities and events executed. -Potential providers shall be informed about the Universal Preschool Program including details on the structure, quality standards, requirements and benefits associated with participation.	-Capture number of opportunities where recruitment activities occurred. -Capture data on new provider outcomes compared to goals/community needs specific to provider type -Capture data on pending providers and outreach. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Community Outreach Specialist  Quality Improvement Coach and Navigator	Personnel, Supplies & Travel
C1-2: Use established systems to ensure accurate licensed program information is updated and available for families.	7/1/25-6/30/26	-Share information with providers around operational changes to the Universal Preschool Program including Operational Memos. -Completion of assigned seats report reviews weekly and ongoing.	-Capture number of provider profiles reviewed. -Capture number of provider set up forms completed. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Community Outreach Specialist  Quality Improvement Coach and Navigator	Personnel

<b>Key Activity D1: Support providers and families with resources for children to participate in the Universal Preschool Program equitably across all sites and programs.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
D1-1: Monitor provider programs and seats.	7/1/25-6/30/26	Completion of assigned seats report reviews weekly.	-Capture total and open seats data. -Capture program and seat data compared to goals/community needs. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Resource Navigator	Personnel

<b>Key Activity E1: Address capacity needs and assist in the alignment of all available resources with community demand.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
E1-1: Engage with community partners and stakeholders to determine ongoing needs of the community and guide recruitment activities.	7/1/25-6/30/26	Collaborate with community partners via in person or remote meetings, via email or written correspondence.	-Capture the number of referrals to and from partner organizations. -Capture ongoing capacity needs defined. -Capture number meetings and number of events completed. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Community Outreach Specialist	Personnel, Supplies & Travel



<b>Key Activity F1:</b>	<b>Allow families as much choice as possible in their selection of child care providers, with the goal of ensuring a mixed delivery system.</b>				
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
F1-1: Use local and Department provided resources, including the centralized help desk, to inform families of provider types.	7/1/25-6/30/26	-Provide families information and technical assistance in the portal to access all available provider types. -Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Family Handbook.	-Capture the number of tickets resolved. -Capture the number of outreach initiatives. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator	Personnel

<b>Work Plan</b>	
<b>Outcomes, Benchmarks, and Milestones</b>	
<b>Outcome Statement #2:</b> Coordinate enrollment for universal preschool, adding other early childhood and family support program to the extent possible, through engagement activities to strengthen the local early childhood system by supporting providers, growing capacity and increasing access for families to universal preschool services.	
<b>Key Activity A2:</b>	<b>Support Colorado Universal Preschool Enrollment</b>



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A2-1: Support Universal Preschool enrollment for families.	7/1/25-6/30/26	<ul style="list-style-type: none"> <li>-Provide technical assistance for families including eligibility support, informing of available programs, enrollment process support, monitoring of helpdesk tickets assigned weekly, and escalation to the Universal Preschool Unit as needed.</li> <li>-Share information with families around operational changes to the Universal Preschool Program processes.</li> <li>-Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Family Handbook</li> <li>-Completion of assigned enrollment report reviews weekly.</li> </ul>	<ul style="list-style-type: none"> <li>-Capture number of support tickets resolved</li> <li>-Capture information sharing events and activities.</li> <li>-Capture enrollment trends.</li> <li>-Share high level results/feedback with the Universal Preschool Program Unit.</li> </ul>	<ul style="list-style-type: none"> <li>Early Childhood Services Supervisor</li> <li>Early Childhood Resource Navigator</li> <li>Community Outreach Specialist</li> </ul>	Personnel & supplies



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A2-2: Support Universal Preschool enrollment for providers.	7/1/25-6/30/26	<ul style="list-style-type: none"> <li>-Provide technical assistance for providers including eligibility determination support, informing of family/seat needs, enrollment process support, new provider onboarding support, monitoring of helpdesk tickets assigned weekly, and escalation to CDEC as needed.</li> <li>-Update providers on enrollment timelines and key dates.</li> <li>-Direct support for providers in upkeep of their profiles and programs in the portal.</li> <li>-Share information with providers around operational changes to the Universal Preschool Program processes.</li> <li>-Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Provider Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>-Capture the number of provider engagement events and initiatives.</li> <li>-Capture the number of support tickets resolved.</li> <li>-Share high level results/feedback with the Universal Preschool Program Unit.</li> </ul>	<ul style="list-style-type: none"> <li>Early Childhood Services Supervisor</li> <li>Early Childhood Resource Navigator</li> <li>Community Outreach Specialist</li> <li>Quality Improvement Coach and Navigator</li> </ul>	Personnel & supplies

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #3:** Serve as a local resource for family access to quality early care and education from birth to five and beyond while engaging with all community partners and stakeholders.

**Key Activity A3:**

Serve as a local resource for family access to quality early care and education from birth to five and beyond.



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A3-1: Partner with Administrative Units (AU), Early Childhood Councils (ECC), Head Start Agencies, Family Resource Centers (FRC), and county departments of human services for the administration of Colorado Child Care Assistance Program (CCCAP) and other parties as applicable in alignment with Universal Preschool.	7/1/25-6/30/26	-Attend meetings with various organizations, either in person or virtually. -Outreach to various organizations regularly. -Collaborate via in person or remote meetings, via email or written correspondence.	-Capture number of meetings attended. -Capture number of interactions in outreach to required partnership organizations. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator	Personnel, Supplies & Travel
A3-2: Ensure accurate and up-to-date information is shared with partners, families, and providers.	7/1/25-6/30/26	-Read LCO Updates weekly, with intention of being able to speak on recent LCOs Updates with partners, families, and providers.  -Attend monthly LCO meetings, either in person or virtually.  Collaborate with assigned CDEC LCO specialist, meet with the Universal Preschool Program Unit and/or stakeholders upon request by staff.	-Capture meeting attendance. -Capture meeting notes and action items in specialist meetings in provided template. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator	Personnel, Supplies & Travel

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #4:** Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators to include partnering with the Early Childhood Council when a council is present in the LCO area.

<b>Key Activity A4: Promote and support school readiness and quality standards requirements</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Position(s) Responsible</b>	<b>Budget Category</b>
A4-1: Incorporate school readiness and quality standards practices into Universal Preschool locally.	7/1/25-6/30/26	Drive education efforts with providers and community members to increase an understanding of quality standards and high-quality practices.	-Capture number of events or initiatives to share resources on high-quality practices. -Share high level results/information with the Universal Preschool Program Unit.	Early Childhood Resource Navigator  Quality Improvement Coach and Navigator	Personnel, Supplies & Travel
A4-2: Support monitoring of quality standards.	7/1/25-6/30/26	-Complete a list of current provider ratings and involvement in CO Shines. -Documentation of classroom observation needs in the community.	-Capture data on provider ratings in catchment area. -Capture number of classroom observations across providers. -Share high level results/information with the Universal Preschool Program Unit.	Early Childhood Resource Navigator  Quality Improvement Coach and Navigator	Personnel, Supplies & Travel
A4-3: Support providers in understanding professional development opportunities.	7/1/25-6/30/26	Connect providers with local organizations and Early Childhood Councils that provide professional development opportunities.	-Capture number of referrals. -Share high level results/information with the Universal Preschool Program Unit.	Early Childhood Resource Navigator  Quality Improvement Coach and Navigator	Personnel, Supplies & Travel
A4-4: Identify provider retention barriers locally.	7/1/25-6/30/26	Follow-up with providers who exit the program via mixed communication methods to ascertain the motivation for leaving the program.	-Capture data on communications and feedback. -Share high level results/feedback with the Universal Preschool Program Unit.	Early Childhood Services Supervisor  Early Childhood Resource Navigator  Quality Improvement Coach and Navigator	Personnel, Supplies & Travel

**SCHEDULE/MILESTONES**

- Outcome 1: Implement a strategic community plan with partners for the successful implementation of the Colorado Universal Preschool Program and work toward longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area, submit the plan and findings to the Universal Preschool Program Unit no later than June 30, 2026.
- Outcome 2: Coordinate enrollment for universal preschool, collaborating with other early childhood and family support programs to the extent possible, with available resources.
- Outcome 3: Serve as a local resource for family access to quality early care and education from birth to five and beyond while engaging with all community partners, stakeholders and the CDEC Universal Preschool Program Unit.
- Outcome 4: Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access. Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators to support quality and school readiness by partnering with the Early Childhood Council when a council is present in the LCO area.

**ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the CDEC, Universal Preschool Program Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

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



<b>Contractor Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2025 - June 30, 2026
<b>Project Name</b>	Local Coordinating Organization
<b>Program Contact Name,</b>	Lana Athey, Early Childhood Services Supervisor
<b>Phone</b>	970.641.3244
<b>Email</b>	lathey@gunnisoncounty.org
<b>Fiscal Contact Name, Title</b>	Jody Wise, Senior Accountant
<b>Phone</b>	970.641.7679
<b>Email</b>	jwise@gunnisoncounty.org

<b>Abbreviations</b>	<b>Definition</b>
CDEC	Colorado Department of Early Childhood
MTDC	Modified Total Direct Costs
SFY	State Fiscal Year
RMECC	Rocky Mountain Early Childhood Conference
UPP/UPK	Universal Preschool Program
IT	Information Technology

Expenditure Categories						
Personnel Services - Salaried Employees						SFY 2026
Position Title	Description of Work	Fringe Benefits	Gross or Annual Salary	Fringe Costs	Percent of Time on Project	Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	Health Insurance, Social Security, Retirement, Paid Time Off	\$87,517.00	\$34,320.00	17.87224%	\$21,775.00
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around UPP. Provides support to families and providers for UPP.	Social Security, Retirement, Paid Time Off	\$63,371.00	\$8,840.00	38.77526%	\$28,000.00
Bi-Lingual Community Outreach Specialist	Regular outreach to licensed providers and Spanish speaking families around UPP. Provides support to families and providers for UPP.	Social Security, Retirement, Paid Time Off	\$59,240.00	\$7,460.00	16.49175%	\$11,000.00
Quality Improvement Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	Social Security, Retirement, Paid Time Off	\$76,056.00	\$11,440.00	2.28582%	\$2,000.00
<b>Total Personnel Services</b>						<b>\$62,775.00</b>
Contractors/Consultants (payments to third parties or entities)						SFY 2026
Name	Description of Item		Total Amount Requested from CDEC	Not Allowed in Modified Total Direct Costs (MTDC) calculation	Allowable in Modified Total Direct Costs (MTDC) calculation	
	No costs shall be reimbursed in this category by CDEC		\$0.00	\$0.00	\$0.00	
			<b>Total Contractors / Consultants</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Travel						SFY 2026
Item	Description of Item					Total Amount Requested from CDEC
Travel	Travel for in-person visits to sites - travel to RMECC - regional meetings or meetings with partner organizations					\$1,000.00
<b>Total Travel</b>						<b>\$1,000.00</b>
Supplies & Operating Expenses						SFY 2026
Item	Description of Item					Total Amount Requested from CDEC
Computer/IT	Laptop/IT expenses for staff members					\$4,000.00
Registration Fee	Registration Fee for RMECC or other professional development opportunities					\$475.00
Events	Food, Advertising, Materials, etc.					\$500.00
Advertising	Newspaper Ads, Social Media					\$250.00
<b>Subtotal Supplies &amp; Operating Expenses</b>						<b>\$5,225.00</b>
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)						Total Amount Excluded from MTDC
	No costs shall be reimbursed in this category by CDEC					\$0.00
<b>Subtotal Items removed from MTDC</b>						<b>\$0.00</b>
<b>Total Supplies &amp; Operating Expenses</b>						<b>\$5,225.00</b>
Training and Technical Assistance						SFY 2026
Item	Description of Item					Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC					\$0.00
<b>Total Training and Technical Assistance</b>						<b>\$0.00</b>
<b>TOTAL DIRECT COSTS</b>						<b>\$69,000.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						<b>\$69,000.00</b>
Indirect Costs						SFY 2026
Item	Description of Item			% Rate		Total Amount Requested from CDEC

Indirect Rate:	Negotiated rate at 0%	0.00%	\$0.00	
			<b>Total Indirect Costs</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$69,000.00</b>



## Additional Provisions

### 1. SERVICE PROVISIONS

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

### 2. GOALS AND OBJECTIVES

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

### 3. COPY OF SUBCONTRACT

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

### 4. PAYMENT

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



- D. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- E. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY COLORADO DEPARTMENT OF EARLY CHILDHOOD (CDEC). If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- F. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.
- End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to OnBase Invoice Submission Process. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- G. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- H. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- I. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay. Additionally, the state shall have the ability to issue this option letter for a reduction, allowing the vendor to submit a revised budget for CDEC approval that aligns with the reduction within 30 days.

## 5. PARTICIPATION

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



## 6. SUPPLANTING

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

## 7. BUDGET CHANGES

- A. Contractor may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.
- B. Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.
- C. **OPTION LETTER**
  - i. **Option to Extend:** 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 1 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 the Sample Option Letter attached to this Grant Agreement. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.
  - ii. **Option to Increase or Decrease:** The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods or Services based upon 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 the Sample Option Letter attached to this Contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.



- iii. Option Letter to modify existing State Contract as listed in the executed Contract as follows:
  - a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.
  - b) The Option Letter shall not be allowed for changes in the Statement of Work.

## 8. TRAVEL

- A. Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- C. Per Diem shall not exceed Federal General Services Administration (GSA) per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D. Hotel rates cannot exceed any rate established for conference attendance.
- E. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## 9. CRITICAL INCIDENT REPORTING

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

## 10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county



child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

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

## 11. GIFT CARDS

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

## 12. SAM.GOV REQUIREMENT

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) § 376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

## 13. ACCESSIBILITY REQUIREMENTS.

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

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS  
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

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

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

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

Printed Name: Matthew Birnie

Title: County Manager

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

# STATE OF COLORADO MODIFICATION

## SAMPLE OPTION LETTER

<p><b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246</p>	<p><b>Current Contract Expiration Date</b> Month Day, Year</p>														
<p><b>Contractor</b> Insert Contractor's Full Legal Name Contractor's Address City, State, Zip</p>	<p><b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx <span style="float: right;">\$0.00</span> CT QAAA 20xx- GAE QAAA 20xx-</p>														
<p><b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract</p>	<p>*And \$[enter amount of GAE] pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 12.</p>														
<p><b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option</p>	<p>*Any amount paid against Holdover 24 QAAA 000000 prior to execution of this Contract shall be reduced from the Contract Maximum Amount.</p>														
<p><b>Contract Performance Beginning Date</b> Month Day, Year</p>	<table border="0" style="width: 100%;"> <tr> <td colspan="2"><b>Extension Terms</b></td> </tr> <tr> <td style="width: 80%;">State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"><b>Total for All State Fiscal Years</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> </table>	<b>Extension Terms</b>		State Fiscal Year 20xx	\$0.00	<b>Total for All State Fiscal Years</b>			<b>\$0.00</b>						
<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														
<b>Total for All State Fiscal Years</b>															
	<b>\$0.00</b>														

**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 Month Day, Year, whichever is later.

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

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

SAMPLE ONLY

SAMPLE ONLY

---

By: Stephanie Beasley, Deputy Executive Director  
Mary Alice Cohen, Chief Program Officer, Office  
of Program Delivery  
Lisa Castiglia, Deputy Chief Financial Officer

---

By: Jeanni Stefanik, Acting CDEC Controller

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

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

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

# STATE OF COLORADO DATA SHARING AGREEMENT EXHIBIT

## 1. Defined Terms.

- a) “Anonymized Data” means Data that has been properly De-identified.
- b) “API” means an application programming interface.
- c) “API System” has the meaning described in the recitals.
- d) “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient 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 Recipient 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.
- e) “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- f) “Care Coordination” means the coordination of healthcare or other services that support an individual’s overall health and wellbeing.
- g) “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- h) “Data” means the information described in **Attachment A**.
- i) “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- j) “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, “De-Identified” means the removal of PII from the Data in accordance with HIPAA.
- k) “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
  - i) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- l) “OIT” means the Governor’s Office of Information Technology.
- m) “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

- n) “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
  - o) “Role-Based Use Policy” means the most recent version of the policy that defines the various role-based purposes for which the Data can be used by Recipient, which is hereby incorporated into this Agreement by reference. The current version is attached to this Agreement as **Attachment C**.
  - p) “State” means the State of Colorado.
  - q) “Transferring Agency Confidential Information” means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.
  - r) “Transferring Agency Records” means any and all Transferring Agency data, information, and records, regardless of physical form.
2. **Sharing of Data.** Transferring Agency will provide the Data to Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies. All Data sharing formats must be transmitted in accordance with all Office of Information Security (OIS) policies detailed in **Attachment B**, Section 4.a.i. of this Agreement, as well as any applicable HIPAA policies.
3. **Data Use and Restrictions.** Transferring Agency hereby grants Recipient a limited, revocable right to use, store, access, and process the Data solely for purposes to establish standardized procedures for sending sensitive or confidential information via email. To protect data from unauthorized access, attachments containing sensitive information must be encrypted and password-protected, and passwords must be communicated securely through a separate channel. (the “Purpose”).
- a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.
  - b) **Restrictions on Data.** Recipient shall only disclose the Data it receives to Recipient’s personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy (“Authorized Individuals”). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.

- c) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient shall provide for the security of such data according to the following: (i) §8-72-107, C.R.S., 20 CFR 603; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; and (iii) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement if applicable. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State's Principal Representative.
- d) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.
- e) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.
- f) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.
- g) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.
- h) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.
- i) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer

than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."

- j) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

#### 4. **Acceptable Use Policy.**

In receiving the Data, Recipient agrees:

- a) To comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data;
- b) To only use the Data in accordance with the OIT Security Policies;
- c) Not to use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
- d) Not to use the Data for commercial purposes or any other purpose not authorized under this Agreement;
- e) Not to share any Data for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;
- f) To execute the PII Certification on an annual basis, starting from the Effective Date; and
- g) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement.

#### 5. **Information Security Incident and Data Breach.**

- a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this

plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.

- b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.
- c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.
- d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

## 6. **Term and Termination.**

- a) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.
7. **Liability.** Recipient shall be responsible for, and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.

8. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient receives. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.
9. **Injunctive Relief.** Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.
10. **Legal Requests.** Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

## ATTACHMENT A - DATA TO BE SHARED

### Data to be Shared

- Home addresses of students for Universal Preschool (UPP) enrolled students for 2025-26
- Names or unique identifier for matching for UPP enrolled students for 2025-26 • Provider each UPP student participates in
- Program each UPP student participates
- Licensed slots available by program at each licensed childcare provider within Local Coordinating Organization (LCO) catchment area
- Address and name of all licensed childcare provider within LCO catchment area • Actual capacity, or open slots, per provider and program at a point in time to be determined
- Licensed slots for each UPK, Colorado Child Care Assistance Program (CCCAP), and Head Start
- Actual available slots of UPK, CCCAP, and Head Start per provider, per program • Individual students participating in more than one program by provider, which programs, home address and name
- Actual dual enrollment capacity, or open slots, per provider at a point in time to be determined

### HOW DATA WILL BE SHARED

#### 1. Purpose:

The purpose is to establish standardized procedures for sending sensitive or confidential information via email. To protect data from unauthorized access, attachments containing sensitive information must be encrypted and password-protected, and passwords must be communicated securely through a separate channel.

#### 2. Requirements:

- All sensitive information must be sent as an encrypted and password-protected attachment (e.g., PDF, Word, Excel, ZIP).
- Files must be named using a neutral, non-descriptive naming convention (e.g., `File\_2025\_April.pdf`).

#### 3. Password Protection Standards:

- Use encryption tools with AES-256 encryption whenever possible.
- Passwords must meet the following criteria:
  - Minimum of 12 characters
  - Include uppercase and lowercase letters, numbers, and special characters - Must not contain easily guessable content such as names, birthdates, or common words

#### 3.3 Email Content Guidelines

- Do not include sensitive information in the body of the email.

- Use a neutral subject line (e.g., “Requested Document Enclosed”).
- Example email body:

Hello [Recipient Name],

Please find the requested document attached. It is password-protected for security reasons. I will send the password to you through a separate communication channel.

Best regards,

[Your Name]

[Your Contact Info]

### 3.4 Password Delivery

Passwords must be shared using a different communication channel than the one used to send the document. Acceptable methods include:

- SMS/Text Message
- Secure messaging apps (e.g., Signal, WhatsApp)
- Encrypted internal messaging systems
- Phone call
- Separate email sent at a different time (least preferred)

### 3.5 Post-Delivery Requirements

- Confirm that the recipient has successfully received and accessed the document. - Unless required for legal or compliance purposes, delete local copies of the unencrypted document and the password message after confirmation.

## 4. How to Encrypt Data Before Sending

Option A: Microsoft Word, Excel, or PowerPoint

1. Open the document.
2. Click on File > Info > Protect Document > Encrypt with Password.
3. Enter a strong password and confirm.
4. Save the document before attaching it to the email.

Option B: Adobe Acrobat (PDF Files)

1. Open the PDF in Adobe Acrobat Pro.
2. Go to File > Properties > Security Tab.
3. Choose **\*\*Password Security\*\*** under Security Method.
4. Check “Require a password to open the document,” enter and confirm a strong password. 5. Save the PDF before attaching it to the email.

Option C: ZIP File with Password (using 7-Zip or WinRAR)

1. Select the files to send.
2. Right-click and select 7-Zip > Add to Archive... or WinRAR > Add to Archive....
3. Set the Archive Format to ZIP.
4. Under the Encryption section, enter a strong password.
5. Check “Encrypt file names” (for 7-Zip) to fully protect contents.
6. Click OK to create the encrypted ZIP file.

**Authorized Personnel and Contractors**

LD-Squared, LLC



## **ATTACHMENT B**

### **Information Technology Provisions**

This Attachment regarding Information Technology Provisions (the “Attachment”) is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Attachment is attached. Unless the context clearly requires a distinction between the Agreement and this Attachment, all references to “Agreement” shall include this Attachment.

#### **1. Protection of System Data**

- a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient’s performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
- b. The terms of this Attachment shall apply to the extent that Recipient’s obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
  - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
  - ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
  - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
  - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
  - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
  - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change



management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

1. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
  - d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.
  - e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
    - i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
2. Data Handling
- a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency. Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
  - b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.
  - c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.
    - i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
    - ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency



Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.

3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement.
4. Compliance
  - a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:
    - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at"  
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
    - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:
      1. Health Information Portability and Accountability Act (HIPAA)
      2. IRS Publication 1075
      3. Payment Card Industry Data Security Standard (PCI-DSS)
      4. FBI Criminal Justice Information Service Security Addendum
      5. CMS Minimum Acceptable Risk Standards for Exchanges
      6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
  - b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.
  - c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include but is not limited to:
    - i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
    - ii. The performance of security audit and penetration tests, as requested by OIS.
  - d. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-



level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein

## ATTACHMENT C

### ROLE-BASED USE POLICY

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through the this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

PURPOSE: To improve access and enrollment for Colorado’s early childhood care and education programs

The Recipient, the Local Coordinating Organization (LCO), will receive access to the following data to support community planning, service coordination, and strategic decision-making. All data will be shared in a manner that protects individual privacy and complies with applicable data governance and confidentiality standards. Deliverables will include:

- Mapped Student Locations by Neighborhood
  - Aggregated to the neighborhood level to ensure privacy
- Community-Level Data by Neighborhood or Census Tract
  - Includes key indicators such as:
    - Poverty rates
    - Birth rates
    - Median household income
    - Race/ethnicity composition
  - Supports understanding of community conditions and disparities
- Mapped Provider Locations with Licensed Slot Availability
  - Location of early childhood and youth-serving programs
  - Includes data on available licensed slots by program
  - Assists in identifying gaps and opportunities for service expansion
- Interactive Online Tool
  - A secure, user-friendly platform to explore, filter, and visualize the data listed above
  - Enables real-time exploration of neighborhood trends, provider access, and community demographics

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

**Agenda Item:** Restrictive Covenant; LUC-23-00009; Ridgeline Vant

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Protective covenant to protect screening in perpetuity as required by Minor Impact Cert. 5 of 2025.

**Fiscal Impact:**

**Submitted by:** Hillary Seminick

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/10/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

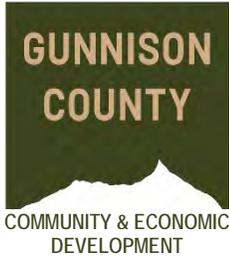
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025



Hillary I. Seminick AICP, *Planning Director*

(970) 641-7925

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

[www.GunnisonCounty.org](http://www.GunnisonCounty.org)

**To: Gunnison County Board of County Commissioners (BOCC)**

**RE: LUC-23-00009 | Ridgeline Vantage I Restrictive Covenant | Weber**

**Memo Date: June 9, 2025**

**Meeting Date: June 17, 2025**

### **1. Summary**

At a public hearing on June 5, 2025; the Gunnison County Planning Commission unanimously approved a Ridgeline Vantage Minor Impact application no. LUC-23-00009 with certain findings and conditions as described in Minor Impact Certificate No. 5, Series 2025. The Applicant, Ron Weber, received approval for a single-family residence at Lot 18, Trappers Crossing at Wildcat, AKA 265 Saddle Ridge Rd. Approval condition three of the Minor Impact Certificate requires a recorded covenant (Exhibit A. *Recorded Covenant*) between the applicant and the BOCC to protect the existing screening vegetation in perpetuity.

### **2. Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00009. Click on "Attachments".

#### **A. Restrictive Covenant**

## RESTRICTIVE COVENANT

For good and valuable consideration, Ron Weber ("Grantor") voluntarily agrees, for himself, his beneficiaries, representatives, successors and assigns, with the Board of County Commissioners of Gunnison County, Colorado ("BOCC"), and with Trappers Crossing At Crested Butte Association, Inc., a Colorado nonprofit corporation ("Association") that their Lot 18, Trappers Crossing At Wildcat, according to the plat thereof recorded on October 30, 1992 at Reception No. 438114 and as modified by the boundary line adjustment recorded November 11, 1996 in book 773 at page 699, County of Gunnison, State of Colorado ("Property"), shall be forever burdened by and subject to the following restrictions in accordance with Gunnison County's Land Use Resolution Section 11-108: Standards for Development on Ridgelines:

1. No trees or other natural vegetation shall be removed from the Property except:
  - A. To clear the site for the construction of a single-family residence and other improvements as approved by Gunnison County, pursuant to Land Use Change No. LUC-23-00009;
  - B. To preserve and/or improve the health of the forest on the Property, including removal of dead or diseased trees, except that no trees or other natural vegetation shall be removed or substantially altered which wholly or partially shield the improvements on the Property from a ridgeline vantage, as that term is defined by the Gunnison County Land Use Resolution, or which are seen behind improvements when viewed from a ridgeline vantage; and
  - C. To create defensible space to protect the improvements from wildfires, including to comply with the Wildfire Urban Interface ("WUI") Code, adopted by Gunnison County.
2. In the event any other trees or natural vegetation that screen Grantor's buildings from a ridgeline vantage are substantially damaged or destroyed, Grantor shall replace such trees or other natural vegetation during the next subsequent planting season with trees or other natural vegetation of like kind and size, and shall take precautionary measures to ensure their survival.
3. All buildings shall have earthtone and unobtrusive exterior colors and materials that blend with the surrounding natural terrain and environment. No bright colors or materials are permitted. The roof material shall be non-reflective metal.
4. In addition to the requirements of the Gunnison County Land Use Resolution, all outside lighting shall be directed downward. No unsheathed outside lighting is permitted. No mercury vapor or similar lighting is allowed.
5. Grantor agrees that all exterior finishes shall be as presented on the materials list dated 2/13/25 a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Grantor shall not alter the exterior of any building on the Property without the prior written consent of Gunnison County.
6. Grantor further agrees to construct the improvements as approved by the Association pursuant to the final plans drawn by Kent Cowherd Architect and dated 9/15/22

7. The restrictions herein are all subject to the WUI Code adopted by Gunnison County.
8. All contracts and agreements to sell or lease the Property shall contain a provision incorporating therein the terms and conditions of this Restrictive Covenant, even though recorded, and requiring the purchaser or lessee of the Property to strictly observe and comply with the provisions hereof.
9. The failure to enforce or obtain compliance as to any violation of this Restrictive Covenant shall not act as a waiver of the right to do so for any subsequent violation or the right to enforce any part of this Restrictive Covenant.
10. The terms and conditions of this Restrictive Covenant shall run with the land and inure to the benefit of, and be binding upon the owners of the Property, and their heirs, personal representatives, successors and assignees. Upon execution, this Restrictive Covenant shall be recorded in the real property records for Gunnison County, Colorado.
11. This Restrictive Covenant is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed exclusively by the laws of the State of Colorado.
12. Jurisdiction and venue of any action as to this Restrictive Covenant shall lie exclusively in the District Court of Gunnison County, Colorado.
13. If any term or provision of this Restrictive Covenant shall be determined to be invalid or unenforceable, the remainder hereof and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.
14. This Restrictive Covenant contains the entire and only agreement between the parties hereto and no oral statements or representations not contained herein shall be of any force or effect between the parties.
15. Any amendments hereto shall be executed in writing by the parties hereto and recorded in the real property records of Gunnison County, Colorado.

IN WITNESS WHEREOF, the parties have signed this Restrictive Covenant as of \_\_\_\_\_, 2025.

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

BY: \_\_\_\_\_

ATTEST:

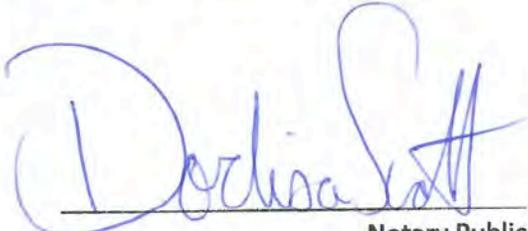
\_\_\_\_\_  
DEPUTY GUNNISON COUNTY CLERK

OWNER: 

STATE OF Colorado )  
 )ss.  
COUNTY OF Gunnison )

The forgoing instrument was acknowledged before me this 3 day of June, 2025, by Ronald Weber.

Witness my hand and seal.  
My commission expires: Sept. 24, 2026

  
Notary Public

DORLISA SCOTT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20184037911  
MY COMMISSION EXPIRES SEPT. 24, 2026

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

---

**Agenda Item:** Restrictive Covenant; LUC-24-00010; Ridgeline Vant

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Covenant to protect existing vegetative screening in perpetuity pursuant to condition of approval in Minor Impact Cert 3 of 25

**Fiscal Impact:**

**Submitted by:** Hillary Seminick

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---



Hillary I. Seminick AICP, *Planning Director*

(970) 641-7925

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

[www.GunnisonCounty.org](http://www.GunnisonCounty.org)

**To: Gunnison County Board of County Commissioners (BOCC)**

**RE: LUC-24-00010 | Ridgeline Vantage I Restrictive Covenant | Horowitz**

**Memo Date: June 9, 2025**

**Meeting Date: June 17, 2025**

### **1. Summary**

At a public hearing on May 1, 2025; the Gunnison County Planning Commission unanimously approved a Ridgeline Vantage Minor Impact application no. LUC-24-00010 with certain findings and conditions as described in Minor Impact Certificate No. 3, Series 2025 (Reception No. 702010). The Applicants, Matanya and Kelsey Horowitz, received approval for a 1,377 sq. ft. single family residence at Lot 15, Trappers Crossing at Wildcat, AKA 265 Saddle Ridge Rd. Approval condition three of the Minor Impact Certificate requires a recorded covenant (Exhibit A. *Recorded Covenant*) between the applicant and the BOCC to protect the existing screening vegetation in perpetuity.

### **2. Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00010 . Click on "Attachments".

#### **A. Restrictive Covenant**

## RESTRICTIVE COVENANT

For good and valuable consideration, Matanya Horowitz and Kelsey Horowitz (“Grantors”) voluntarily agrees, for themselves, for their beneficiaries, representatives, successors and assigns, with the Board of County Commissioners of Gunnison County, Colorado (“BOCC”) that their Lot 15 of the Trappers Crossing at Wildcat subdivision, according to the amended plat thereof recorded on October 30th, 1992 at Reception No. 438114, County of Gunnison, State of Colorado (“Property”), shall be forever burdened by and subject to the following restrictions in accordance with Gunnison County’s Land Use Resolution Section 11-108: Standards for Development on Ridgelines:

1. No trees or other natural vegetation shall be removed from the Property except:
  - A. To clear the site for the construction of a single-family residence and other improvements as approved by Gunnison County pursuant to LUC-24-00010;
  - B. To preserve and/or improve the health of the forest on the Property, including removal of dead or diseased trees, except that no trees or other natural vegetation shall be removed or substantially altered which wholly or partially shield the improvements on the Property from a ridgeline vantage, as that term is defined by the Gunnison County Land Use Resolution, or which are seen behind improvements when viewed from a ridgeline vantage; and
  - C. To create defensible space to protect the improvements from wildfires, including to comply with the WUI Code, adopted by Gunnison County.
2. In the event any other trees or natural vegetation that screen Grantor’s buildings from a ridgeline vantage are substantially damaged or destroyed, Grantor shall replace such trees or other natural vegetation during the next subsequent planting season with trees or other natural vegetation of like kind and size, and shall take precautionary measures to ensure their survival.
3. Grantor’s buildings shall have unobtrusive exterior colors and materials that blend with the surrounding natural terrain and environment. No bright colors or materials are permitted. The roof material shall be a non-shiny material.
4. In addition to the requirements of the Gunnison County Land Use Resolution, all outside lighting shall be directed downward. No unsheathed outside lighting is permitted. No mercury vapor or similar lighting is allowed.
5. Grantor shall not alter the exterior of Grantor’s buildings on the Property without the prior written consent of Gunnison County.
6. The restrictions herein are all subject to the WUI (Wildfire Urban Interface) Code adopted by Gunnison County.
7. All contracts and agreements to sell or lease the Property shall contain a provision incorporating therein the terms and conditions of this Restrictive Covenant, even though recorded, and

requiring the purchaser or lessee of the Property to strictly observe and comply with the provisions hereof.

8. The failure to enforce or obtain compliance as to any violation of this Restrictive Covenant shall not act as a waiver of the right to do so for any subsequent violation or the right to enforce any part of this Restrictive Covenant.
9. The terms and conditions of this Restrictive Covenant shall run with the land and inure to the benefit of, and be binding upon the owners of the Property, and their heirs, personal representatives, successors and assignees. Upon execution, this Restrictive Covenant shall be recorded in the real property records for Gunnison County, Colorado.
10. This Restrictive Covenant is executed in Gunnison County, Colorado, and shall be interpreted, construed and governed exclusively by the laws of the State of Colorado.
11. Jurisdiction and venue of any action as to this Restrictive Covenant shall lie exclusively in the District Court of Gunnison County, Colorado.
12. If any term or provision of this Restrictive Covenant shall be determined to be invalid or unenforceable, the remainder hereof and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.
13. The restrictions and requirements set forth in this Covenant shall apply only to the current residence and the improvements shown on the plans and specifications identified in LUC-24-00010. Any future buildings, improvements, or structures erected on the Property, including but not limited to houses, garages, outbuildings, and accessory facilities, shall be subject solely to Gunnison County's standard land use permitting process and the County's applicable ordinances, regulations and design standards in effect at the time of such permit application. No future improvements shall require amendment of this Covenant, nor shall they be bound by the design, color, materials, or location limitations herein except to the extent those limitations are expressly imposed pursuant to the separate County permit issued for such improvement.
14. This Restrictive Covenant contains the entire and only agreement between the parties hereto and no oral statements or representations not contained herein shall be of any force or effect between the parties.
15. Any amendments hereto shall be executed in writing by the parties hereto and recorded in the real property records of Gunnison County, Colorado.

IN WITNESS WHEREOF, the parties have signed this Restrictive Covenant as of \_\_\_\_\_, 2025.

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

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DEPUTY GUNNISON COUNTY CLERK

OWNER: Matanya Horowitz

[Signature] [Signature]

STATE OF Colorado )  
 )ss.  
COUNTY OF Boulder )

MORIAH ENGLERT  
Notary Public  
State of Colorado  
Notary ID # 20234022515  
My Commission Expires 06-14-2027

The forgoing instrument was acknowledged before me this 10th day of June, 2025, by  
Matanya Horowitz

Witness my hand and seal.  
My commission expires: 6-14-27

[Signature]  
Notary Public

OWNER: Kelsey Horowitz

Kelsey Horowitz

STATE OF Colorado )

COUNTY OF Boulder )  
 )ss.

MORIAH ENGLERT  
Notary Public  
State of Colorado  
Notary ID # 20234022515  
My Commission Expires 06-14-2027

The forgoing instrument was acknowledged before me this 10th day of June, 2025, by Kelsey Horowitz.

Witness my hand and seal.  
My commission expires: 6.14.27

Moriah Englert  
Notary Public

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

---

**Agenda Item:** Third Amendment to Professional Services Agreement

---

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

CBS Accounting, LLC - Third Amendment to Professional Services Agreement

**Fiscal Impact:**

**Submitted by:** Ana Canada

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/3/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/3/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/3/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) made effective 17<sup>th</sup> day of June 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and CBS Accounting, LLC whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (herein “Contractor”).

**RECITALS**

1. Gunnison County and Contractor executed a Professional Services Agreement on October 30, 2024 (“Agreement”) to provide professional services regarding Reconciling various cash accounts for the Finance Department for the months of January through September 2024 to the Agreement (“Services”).
2. Gunnison County desires to modify Compensation by authorizing additional compensation not to exceed \$24,000 and No/100 U.S. Dollars (\$195 per hour) to Contractor for additional Services.
3. The parties desire to extend the term of the Agreement to terminate on April 30, 2026.

**AGREEMENT**

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

Paragraph 2 of the Agreement, “Term,” is hereby amended to change the termination date to April 30, 2026, unless sooner terminated or replaced as provided in the Agreement.

Paragraph 4 of the Agreement, “Compensation, Bonus and Expenses,” is hereby amended to add additional compensation to Contractor by Gunnison County not to exceed \$24,000 in consideration and exchange of Contractor’s performance of additional Services as described above in Paragraph 2 of this Amendment.

All the remaining terms, conditions, rights and responsibilities of and under the Agreement shall remain the same.

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

By: \_\_\_\_\_  
Matthew Birnie, County Manager

ATTEST:

\_\_\_\_\_

Deputy Clerk

CONTRACTOR

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

Christine B. Stouder  
CBS Accounting, LLC.  
303 East Dakota Drive  
Grand Junction, CO 81507

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 30th day of October, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and CBSAccounting, LLC, whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (“Contractor”).

### AGREEMENT

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

#### 1. SERVICES.

The Contractor shall provide professional services as follows: Reconciling various cash accounts for the Finance Department for the months of January through September 2024. (“Services”).

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

#### 2. TERM.

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

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Preparation for 2024 year-end strategy, as outlined in the Gunnison County Strategic Plan.

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed \$15,000.00 and No/100 U. S. Dollars (\$190.00 per hour) (“Compensation”). Payment shall be made by Gunnison

County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

#### 5. INSURANCE.

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

- a. Comprehensive general liability insurance or the equivalent in an amount no less than Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- b. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Ten Thousand Dollars (\$10,000) for any injury to one person in any single occurrence, and One Million Dollars (\$1,000,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Ten Thousand Dollars (\$10,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers,

or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

#### 6. INDEPENDENT CONTRACTOR.

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

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

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

#### 8. INDEMNIFICATION.

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

reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

#### 9. DISCRIMINATION.

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

#### 10. PANDEMICS.

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

#### 11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

## 12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be

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

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

### 13. DELEGATION AND ASSIGNMENT.

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

### 14. TERMINATION.

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

### 15. OWNERSHIP OF PROPERTY.

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

#### 16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

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

#### 20. FORCE MAJEURE.

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

#### 21. NOTICES.

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

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

With a copy to: Gunnison County Finance  
200 E. Virginia  
Gunnison, Colorado 81230  
Attn: Ana Canada, Interim Finance Director

Contractor: CBSAccounting, LLC.  
303 East Dakota Drive  
Grand Junction, CO 81507

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

## 22. GOVERNING LAW.

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

## 23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

#### 24. ENTIRE AGREEMENT.

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

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

#### 25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

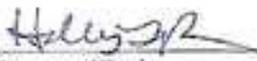
26. PUBLIC RECORD.

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

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

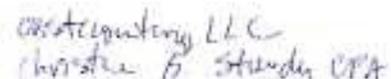
By:   
Matthew Birnie, County Manager

ATTEST:

  
Deputy Clerk



CONTRACTOR

By:  10/30/24  
Christine B. Stouder

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

---

**Agenda Item:** Resolution; Amending the Gunnison County Budget fo

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

2025 Gunnison County Mid-Year Budget Amendment

**Fiscal Impact:**

**Submitted by:** Ana Canada

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/6/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/6/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/6/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 2025-\_\_

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2025 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of \$59,852 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$59,852 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2024-45 and 2024-49 respectively - for Gunnison County for the fiscal year beginning January 1, 2025 and ending December 31, 2025; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this 17<sup>th</sup> day of June 2025.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

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

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

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

Attest:

---

Deputy County Clerk

Appendix A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01550000	44891	G7226	ADD NEW GRANT FUNDS TO ECC	BJE 579		59,852		01	REV
<b>GENERAL FUND REVENUES</b>						-	<b>59,852.00</b>		
01550000	57480	G7226	ADD NEW GRANT FUNDS TO ECC	BJE 579	59,852			01	EXP
<b>GENERAL FUND EXPENDITURES</b>						<b>59,852.00</b>	-		
							<b>(59,852.00)</b>		



HEALTH & HUMAN SERVICES

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

### MEMORANDUM

TO: Matthew Birnie, County Manager

FROM: Joni Reynolds, ACM

CC: Ana Canada, Finance Director

DATE: April 14, 2025

RE: Request for approval for comp balance payout

I am formally requesting approval for 2025 County Fiscal Year budget amendments to support Early Childhood programs. A total of \$59,852.41 is needed to support the programs in FY25 as follows:

PROGRAM	2025 Estimated Program Cost	Funding Currently Held	End Date to Utilize Funds	Funds needed in FY 2025 for programs
Credential Stipend	\$37,000.00	\$19,100.00	12/31/2025	\$17,900.00
Sick Leave Program	\$20,000.00	\$ 5,147.59	12/31/2025	\$14,852.41
Continuing Education	\$ 6,000.00	\$ 3,900.00	06/30/2025	\$ 2,100.00
Scholarships	\$10,000.00	\$ 0	N/A	\$10,000.00
Family Child Care Homes	\$15,000.00	\$ 0	N/A	\$15,000.00
<b>TOTAL FUNDING</b>	<b>\$88,000.00</b>	<b>\$28,147.59</b>	<b>-----</b>	<b>\$59,852.41</b>

I am planning to incorporate the Early Childhood programs in FY26 with a total of \$100,000 LMD funding support. Thank you for your consideration. Please advise if you have any questions, need additional information or upon approval.



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

## Early Childhood Education supports

### **ECE Staff Credential Stipend:**

**\$37,000/year**

Provides a stipend for early childhood professionals based on their Early Childhood Credential (ECC) level; incentivizes early childhood staff to increase their ECC level. Stipend amount increase each year that individuals apply, which awards individuals for longevity in the field. Award amounts are currently \$100 - \$800. Average 50 individuals applied annually in past 3 years. Demonstrates the community's appreciation for their critical work.

### **Sick Leave Program:**

**\$20,000/year**

Provides up to \$1,000 in paid sick leave annually for early childhood professionals working in Early Childhood Education centers and family child care providers. Typical amounts utilized annually \$250-\$750. Provides much needed financial support to early childhood professionals to ensure they receive a paycheck even if they need to take sick leave.

### **Scholarships:**

**\$10,000/year**

Provides early childhood professionals with a scholarship to cover the cost of Early Childhood Education courses at Colleges and Universities. Supports early childhood professionals to further their education. Supports professional career development and workforce stability.

### **Continuing Education Stipend:**

**\$ 6,000/year**

Provides early childhood professionals with a stipend of \$500 after completing an Early Childhood Education course at Colleges and Universities. Awards professionals for the time spent taking courses outside of their normal employment hours.

### **Start up Grants for Family Child Care homes:**

**\$15,000/year**

Assists individuals with required start-up costs for the development of licensed family childcare homes. Incentivizes individuals to become licensed and provides a level of quality childcare. Potential to increase access to early childhood programs through the creation of additional child care slots.

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

---

**Agenda Item:** Delinquent in Payment; Dos Rios, Antelope Hills, S

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Water/Sewer Delinquent List

**Fiscal Impact:**

**Submitted by:** Ana Canada

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/10/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025

---

**Kathy Simillion**  
County Clerk & Recorder  
221 N. Wisconsin Street  
Gunnison, CO 81230



Elections (970) 641-7927  
Elections Fax (970) 642-4675  
Motor Vehicle (970) 641-1602  
Recording (970) 641-2038  
Motor Vehicle & Recording Fax (970) 641-7956

June 9, 2025

Debbie Dunbar  
Gunnison County Treasurer  
221 North Wisconsin, Suite T  
Gunnison, Colorado 81230

Board of County Commissioners  
of Gunnison County, Colorado  
200 East Virginia Avenue  
Gunnison, Colorado 81230

Dear Treasurer Dunbar & Commissioners:

Attached please find a list of persons who are delinquent in payment of rates, fees, tolls, and charges for the connection with and use of the Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer and Water District. These names are certified pursuant to Colorado Revised Statute 30-20-420. I hereby request that you collect these taxes as provided in the statutes.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Simillion".

Kathy Simillion  
Gunnison County Clerk



attachments

cc: Matthew Birnie, County Manager  
Martin Schmidt, Assistant County Manager and Public Works Director  
Matthew Hoyt, County Attorney

June 9, 2025

## GUNNISON COUNTY WATER AND SEWER DISTRICT

I, Kathy Simillion, Gunnison County Clerk, do hereby certify to the Board of County Commissioners of Gunnison County and the Gunnison County Treasurer the following accounts to be delinquent:

<u>Account Number</u>	<u>Parcel Number</u>	<u>Owner</u>	<u>Legal Description</u>	<u>Balance @ June 9, 2025</u>
20009	3701-223-02-025	HANNAH TWIDDY & DAVON CARRILLO 359 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 8 & 9	1582.83
20017	3701-223-03-052	HOLLI & BRIAN JAMES 356 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 17	178.62
20021	3701-223-03-008	RUTH & JAIME LOMELI 364 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 21	674.57
20030	3701-223-03-017	DARRYL ROBBINS PO BOX 1113 GUNNISON, CO 81230	A.H. MOBILE # 30	853.33
20046	3701-223-04-059	MICHAEL MANCI 2 RIDGE LN GUNNISON, CO 81230	A.H. MOBILE # 46	329.65
20055	3701-223-04-064	DANIEL DUFT 21 SAGE LN GUNNISON, CO 81230	A.H. MOBILE # 55	161.65
20061	3701-223-05-004	DEAN SCHMIDT 868 E 5TH AVE UNIT B DURANGO, CO 81301	A.H. MOBILE # 61	1362.60
20078	3701-223-06-046	CHRISTOPHER & KRISTINA HULET 14 WILLOW LN GUNNISON, CO 81230	A.H. MOBILE # 78	1025.78
20116	3701-214-02-007	JOSHUA HOPPSTADTER 508 SOUTH 12TH GUNNISON, CO 81230	A.H. II BLK 1 # 6	161.61

20124	3701-214-02-014	DANIEL SALAS HERNANDEZ 1106 ANTELOPE ROAD GUNNISON, CO 81230	A.H. II BLK 1 # 14	334.80
20126	3701-214-01-002	JOSE DAVALOS & ALEJANDRO BERNAL 565 ANTELOPE ROAD GUNNISON, CO 81230	A.H. II BLK 2 # 2	329.65
21002	3185-170-06-003	JOHN HOMMER 516 31 1/2 RD TRLR 18 GRAND JUNCTION, CO 0	BLK 6 LOT 3	2244.00
21017	3185-080-04-005	JOHN LUNDGREN 109 N MAPLE ST GORDON, NE 69343	BLK 9 LOT 8	2591.18
22047	3701-240-12-006	MARK & DONNA WHEAT 12572 JAY RD ERIE, CO 80516	COTTONWOOD MEADOWS SF6	1536.42
22111	3701-240-11-020	BRIAN GARRISON 229 COUNTY RD 11 UNIT 1 GUNNISON, CO 81230	PONDEROSA PARK LOT E1	348.48
22112	3701-240-11-011	R MORGAN CAVANAUGH 146 5TH AVE CHARDON, OH 44024	PONDEROSA PARK LOT E10	2932.51
22113	3701-240-11-009	DESOLEE GIBBONS PO BOX 360 ALMONT, CO 81210	PONDEROSA PARK LOT E12	350.09
22163	3701-130-02-032	MICHAEL & HELEN McQUISTON 201 CHAMPS AVE EVANSTON, WY 82930	NORTH ELK MEADOWS I #22	707.02
22202	3701-250-04-007	35 CLARK LTD 4408 COUNTY ROAD 10 GUNNISON, CO 81230	TERRA SUBDIVISION LOT 2	1066.09
22233	3701-240-05-022	ARIEL & ERNEST TIDWELL 358 BLACKFOOT TRL GUNNISON, CO 81230	GUNN RIVER 2 # 20	1894.04

22327	3701-240-03-014	BRANDON, CHERYL, & BARI SMEJKAL 109 ARAPAHOE RD GUNNISON, CO 81230	GUNN RIVER 1 # 2	1088.60
22368	3701-130-15-005	RUSTY GARDUNO PO BOX 1695 GUNNISON, CO 81230	THORNTON MEADOWS #19	660.71
22397	3699-202-03-004	JOSEPH & TAMI MOSELEY 45 TAMARIND DR GUNNISON, CO 81230	N VALLEY 2 LOT 21	3041.24
22405	3699-202-06-004	JOHN EPPS PO BOX 220 ALMONT, CO 81210	N VALLEY 2 LOT 29	1804.40
22413	3699-202-01-028	PETER ANDREW & EMILY BETH FERRELL PO BOX 2591 CRESTED BUTTE, CO 81224	N VALLEY 2 LOT 37	1599.84
22415	3699-202-01-028	PETER ANDREW & EMILY BETH FERRELL PO BOX 2591 CRESTED BUTTE, CO 81224	N VALLEY 2 LOT 39	443.18
22425	3701-240-01-007	ERIC WALTER KIKLEVICH PO BOX 1561 GUNNISON, CO 81230	CLINES HOMESITES LOT 1	1579.86
50086	3787-100-09-028	MICHELLE BURNS 101 SHAVANO DR #C1 GUNNISON, CO 81230	FAIRWAY # C01	361.50
50105	3787-100-01-019	DAVID NELSON 991 CHESTNUT HILL RD SW MARIETTA, GA 30064	DOS RIOS 1 # 37	2831.76
50203	3787-100-01-080	JENNIFER DEBOER & KURT STALNAKER 175 MONTE VISTA DR GUNNISON, CO 81230	DOS RIOS 1 # 5	631.46

50240	3787-080-01-013	LILIANA MARQUEZ 308 SOUTH REED ST. LOT 8 GUNNISON, CO 81230	PLEASANT VIEW # 15	239.43
50278	3787-100-10-010	ROBERT EMERY LEONARD III 115 SHAVANO DR GUNNISON, CO 81230	DOS RIOS CONDOS #205	202.05
50298	3787-100-10-007	JAMES LORENZINI 115 SHAVANO DR UNIT 207B GUNNISON, CO 81230	DOS RIOS CONDOS #207B	277.89
50329	3787-142-01-018	MICHAEL & SHEILA ANDERSON 98 COTTONWOOD TRL GUNNISON, CO 81230	GOLD BASIN # 23	616.99
50351	3787-100-09-014	MORGAN TOWNSEND 107 SHAVANO DR, #A6 GUNNISON, CO 81230	FAIRWAY # A06	616.54
50432	3787-034-01-013	DOUG HILDRETH 36 BEVINGTON RD GUNNISON, CO 81230	ISLAND ACRES # 25	1543.66
50508	3787-100-15-005	MOLLY PIKE 144 CURECANTI DR APT 5 GUNNISON, CO 81230	WATERWHEEL CONDO #5	1499.15
50585	3787-100-30-016	NATHAN & MERIDITH ZALTSMAN 763 W SORBARA WAY UNIT G307 SOUTH JORDAN, UT 84095	LOT 6 CURECANTI TOWNHOMES	1972.30

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

---

**Agenda Item:** Proclamation; Scott Morrill Day

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Scott Morrill Proclamation

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

May need to cut this down to 5 if the agenda is too full.

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 6/17/2025

---



# PROCLAMATION

**Scott Morrill Day  
in the  
County of Gunnison, Colorado  
June 17, 2025**

WHEREAS, Scott started his career with Gunnison County in 2004, taking on the crucial role of Emergency Services Coordinator, advanced to Emergency Management Program Manager and ultimately Emergency Management Director; and

WHEREAS, Scott's prior experience as the Gunnison Dispatch Supervisor equipped him with invaluable insights and expertise; and

WHEREAS, Scott consistently went above and beyond to ensure the safety and well-being of everyone within his reach; and

WHEREAS, Scott's tireless efforts in cultivating and nurturing collaborative relationships within the county, region, state, and national level have significantly benefited the community; and

WHEREAS, Scott remarkably demonstrated calm and composed leadership during a wide array of challenging and complex events including extreme cold, blizzards, droughts, high winds, ice jams, flooding, widespread power outages, bridge closures and health incidents including the COVID-19 pandemic; and

WHEREAS, Scott's unwavering commitment to maintaining high-quality services without compromising the safety and well-being of others or himself is a testament to his leadership and dedication to his team; and

WHEREAS, Scott's capable involvement in state and national professional associations has established him as a widely recognized and respected leader in emergency management, sought after for his insights and guidance; and

WHEREAS, Scott's outstanding contributions to the field of emergency management have garnered him numerous accolades and prestigious awards across the state, including the 2025 President's Award from the Colorado Emergency Manager's Association; and

WHEREAS, Scott's exemplary leadership has left a permanent mark on Gunnison County, shaping it into a more prepared, resilient, and compassionate community; and

WHEREAS, Scott's steadfast resolve to consistently exceed expectations and go above and beyond the call of duty of Emergency Management has set a remarkable standard for public service; and

WHEREAS, throughout his impressive 21-year tenure at Gunnison County, marked by significant growth and evolution, Scott has remained a steadfast presence in the County's leadership, providing stability, guidance, and unwavering support.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado by virtue of the authority vested in us by the State of Colorado do hereby proclaim:

**Scott Morrill Day  
in the  
County of Gunnison, Colorado  
June 17, 2025**

INTRODUCED and approved this 17<sup>th</sup> day of June, 2025 by the Board of County Commissioners of Gunnison County, Colorado.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY, COLORADO

Attest:

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

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

**Agenda Item:** Setting of Processing Fee under Colorado Special D

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Setting of Processing Fee under Colorado Special District Act

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/5/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/3/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/3/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/17/2025



**Gunnison County Attorney's Office**

Matthew Hoyt – County Attorney  
Alex San Filippo-Rosser – Deputy County Attorney  
Sammy Obaid – Assistant County Attorney

---

MEMORANDUM

TO: Board of County Commissioners of Gunnison County, Colorado

CC: Matthew Birnie, County Manager

FROM: Matthew Hoyt, Gunnison County Attorney

RE: Special District Amended Service Plan Fee

DATE: June 17, 2025

---

On April 19, 2025, the Somerset Domestic Waterworks District (“Somerset District” or “District”) submitted for County Commission approval an amended service plan (titled “Amended Statement of Purposes”) pursuant to the Colorado Special District Act, C.R.S. §32-1-201 *et seq.* (“Special District Act” or “Act”). In order to begin the process to determine whether the Gunnison County Board of County Commissioners (“Board”) approves of these amendments, the Board must first set an application processing fee, and the District must pay this fee before proceeding.

The Special District Act provides that after a special district is created, “material modifications of the service plan as originally approved may be made by the governing body of such special district only by petition to and approval by the board of county commissioners . . . in substantially the same manner as is provided for the approval of an original service plan.” C.R.S. § 32-1-207(2)(a) (2025). It further provides that “[s]uch approval of modifications shall be required only with regard to changes of a basic or essential nature, including but not limited to the following: . . . a decrease in the level of services; a decrease in the financial ability of the district to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area.” *Id.* Here, there appears to be no debate that the proposed amendments submitted by the Somerset District are material modifications that require Board approval.

The Act provides that Board approval of amendments shall occur “in substantially the same manner as is provided for the approval of an original service plan[.]” C.R.S. § 32-1-207(2)(a). An amendment request “shall be accompanied by a processing fee set by the board of county commissioners not to exceed [\$250], which shall be deposited into the county general

fund[.]” See C.R.S. §§ 32-1-202(1)(a), 32-1-207(2)(a). To the County Attorney’s knowledge, the District did not submit such a fee with its request. This is undoubtedly because the Board has yet to set a fee. Research did not reveal any prior Board action setting a fee under the Special District Act.

Accordingly, the Board should make a motion to adopt a fee to process special district requests to adopt new or to amend service plans, and such motion should set a fee that does not exceed \$250.

Please be advised that there will be numerous additional steps after a fee is set by the Board and paid by the District.

**AMENDED STATEMENT OF PURPOSES**

**For**

**SOMERSET DOMESTIC WATERWORKS DISTRICT**

by

Debra A. Pennington, President

*Somerset Domestic Waterworks District &*

Lisa Mayer, Attorney

*Spencer Fane, Denver. CO.*

April 19, 2025

## Preface

A. The Somerset Domestic Waterworks District (“District”) was formed on November 6, 1961, by Order of the Gunnison County Commissioners pursuant to the 1953 Act, Chapter 89 entitled “Local Improvement and Service Districts”. The 1953 Act did not require the filing of a service plan but only a description of the boundaries of such proposed district, the means proposed to supply water for domestic use and the name proposed for such district. The order forming the District was recorded on November 6, 1981 at Reception #250016 and the District has remained in continuous operation since that date. A copy of the Order is attached as **Exhibit A**.

B. Pursuant to Section 32-1-208, the District filed a Statement of Purposes with the Gunnison County Commissioners which was recorded at Reception #659116 and a copy is attached as **Exhibit B**.

C. The District has been in continuous operation since 1961, it owns real property and leasehold interests, has an elected board of directors, files water quality reports with CDPHE, operates 6900 feet of water lines, purchases water from Oxbow Mine, owns and operates water treatment plant, and services 73 single family water taps and 3 commercial/government water taps.

D. The District is not located within any municipality. It is wholly within the boundaries of the Ragged Mountain Fire Protection District, North Fork Water District, North Fork Ambulance Health Services District and Colorado River Water District.

E. A legal description of the District is attached as **Exhibit C** and a map of the District is attached as **Exhibit D**.

F. On April 1, 2019, the Gunnison County District Court entered its Order opening a permanent court file and further ordering that the District be subject to the provisions of the Colorado Special District Act. A copy of the Order is attached as **Exhibit E**.

G. The 1985 Special District Act requires a Service Plan [here a Statement of Purposes] to be approved by the Gunnison County Commissioners if the District elects to provide services beyond those previously approved by the County Commissioners. The purpose of this filing is to submit an Amendment to the District’s Statement of Purposes in order for the District to add limited additional powers to include parks and recreational facilities or programs per C.R.S. § 32-1-1004(2)(c) in order to operate and maintain donated property (i.e. community center/offices, park) and to recognize the District’s authority to exercise the special district powers enumerated in C.R.S. §32-1-1001, which includes management, control and supervision of all the business and affairs of the special district, including with respect to real and personal property, and maintaining the appearance and condition thereof. It is the District’s intention to provide maintenance and/or improvements to the properties owned or to be owned by the District through volunteerism, grants

and donations. It is not the intent through this Amended Statement of Purposes to tax members, acquire general obligation debt, or multi-year financial obligations. It is acknowledged that voter-approval is required for imposing a tax rate, or acquiring general obligation debt or multi-year financial obligations. Although the property maintenance services outlined in this Amended Statement of Purposes are covered under our previous permissions, in the interest of service line access, the District is opting to reinforce this provision for clarity as it is the District's aim to insure appropriate access to and maintenance of the public alleys and roads, include removal of debris and trash as necessary. Some expenses for clean-up services may be required in future budgets and the District would like to allow donations and grants for this purpose and may maintain separate accounting for this purpose.

The District anticipates a donation from Gunnison County of land adjacent to the District's current property. The property to be donated is already located within the District's boundaries and the District is authorized to accept donations for its constituents' benefit. This Amended Statement of Purposes is intended to enable the District to manage the facilities through donations, grants and other resources that may become available. Via approval of this Amended Statement of Purposes by the Board of County Commissioners, and conveyance the park land after all proper notices and hearings, the District will be in a position to own, operate and maintain the park land.

## **Introduction**

Since its formation in 1961, the District has provided domestic water to properties within the District service area. Somerset is an unincorporated area of Gunnison County and has historically existed to serve individuals and businesses associated with coal mining. With the mines closing, the District acquired the water treatment plant (historically treated water was purchased from the mine) and has had to gradually take on additional responsibilities. The District will continue to operate under this Amended Statement of Purposes with the same existing operations, including domestic water delivery, as originally contained in the filing made on March 18, 2019 at Reception No. 659116. There are no changes proposed to the existing District services. The Amended Statement of Purposes is intended to allow for the ownership, operation and management of the park and for general public maintenance and cleanup. The District may seek local, state and federal grants, loans and other assistance for the District to provide more effective services of all types. In addition, the District has the authority to accept grants and donations for the community center, park and clean-up as outlined in this Amended Statement of Purposes.

Demographic and employment opportunities are dramatically changing as Somerset moves from a mining community to a community with broader based needs for services.

The Ragged Mountain Fire Protection District currently provides fire, rescue and emergency services and the District is not seeking to exercise any powers or duties already being provided by the Ragged Mountain Fire Protection District.

This Amended Statement of Purposes is submitted in accordance with the requirements of Article 1, Title 32 of the Colorado Revised Statutes (the “Special District Act”). The purpose of this Amended Statement of Purposes is to recognize and enable the District to add park and recreation powers to its services and to recognize that the District may engage in property management and operations, including specifically clean up and trash removal.

### **Name of District**

Due to the inclusion of a park area on the donated land and the intention of providing clean-up services for alleys and roads, it is proposed that the District will change its current name, Somerset Domestic Waterworks District, to Somerset Water & Parks District, and will be referred in this Amended Statement of Purposes as the “District”.

### **Service Area**

The jurisdictional boundaries of the District will be unchanged and remain as shown on the attached **Exhibits C and D**. The District retains the right to expand its service territory through inclusions as permitted in Section 32-1-401 and 402, C.R.S., and may provide services outside of its boundaries through intergovernmental agreements or agreements with property owners as allowed by applicable law. Inclusions, exclusions, intergovernmental agreements, consolidations and boundary adjustments may be considered from time to time to more economically and efficiently provide services and such actions may not require an amendment to this Amended Statement of Purposes.

### **Estimate of Population**

The Petitioner-District estimates the population within the current District boundaries to be 100 permanent residents and 10 seasonal residents. These numbers have been provided through discussions with Gunnison County officials and the personal knowledge of current District board members.

### **Estimate of Assessed Value**

The Gunnison County Assessor’s records indicate the assessed valuation within the boundaries of the District to be \$ \_\_\_\_\_ based on 2024 assessments for taxes payable in 2025. Colorado law provides for reassessment of real estate every two years and such reassessment may change the current valuation.

## Statutory Authority

Statutory authority for filing an Amended Statement of Purposes is found in the Special District Act, and, in particular §32-1-207, C.R.S. The Colorado General Assembly has declared in §32-1-102, C.R.S. that the organization of special districts will serve a public use and will promote the health, safety, prosperity, security and general welfare of the inhabitants of such districts.

The Special District Act recognizes the power of special districts:

To fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district; except that fire protection districts may only fix fees and charges as provided in section 32-1-1002(1)(e). The board may pledge such revenue for the payment of any indebtedness of the special district. Until paid, all fees, rates, tolls, penalties, or charges constitute a perpetual lien on and against the property served, and, except as provided in subsection (1)(j)(1.5) of this section, any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens. C.R.S. §32-1-1001(1)(j)(I).

These fines/fees may be imposed on properties within the District for clean-up expenses incurred to remove trash and debris from public areas and easements, or to repair damages.

The District shall continue to be governed by a five-person elected board of directors and the board shall have such powers and duties as provided by statute including but not limited to the authority to:

- 1) Borrow money, incur indebtedness, and issue bonds as authorized.
- 2) Acquire, dispose of, and encumber real and personal property.
- 3) Enter into contracts and agreements.
- 4) Hire employees and consultants.
- 5) Impose, within the District's boundaries, fees, rates, tolls and charges providing its services.
- 6) Enter into inter-governmental agreements.
- 7) Such other powers as are granted by statute.

## **Proposed District Services and Authority**

The District shall have all the powers of the Special District Act and other applicable laws. The District will continue to provide domestic water services to properties within the District boundaries. Beyond this Amended Statement of Purposes, the District does not intend to provide additional services until further revenue streams are identified or developed. It is anticipated that the park operation and maintenance and the cleanup services will initially be provided through volunteers, donations and grants. In the future, a small fee may be assessed for the same purpose without modification to this Amended Statement of Purposes.

The District shall have the power to provide for the financing, design, acquisition, construction, completion, relocation, remodeling and installation of infrastructure as needs arise and finances may be generated.

## **Existing Assets of the District**

The District will continue to own its current assets and will maintain all existing contracts and other obligations. The District will continue to provide domestic water to service all existing customers. Adding park and recreation and maintenance and clean-up services will not adversely affect the District's ability to continue serving its customers with domestic water. The board will not use District assets to expand its services by decreasing services currently provided.

## **Financial Plan**

Currently the only source of revenue for the District is the collection of rates, fees, tolls and charges for the sale of water to its customers. The District delivers an average of 210,879 gallons per month to its customers and has revenue and expenses of approximately \$120,000 annually. The board may explore other sources of revenue through establishing additional rates, fees, tolls and charges as permitted by statute. The District may also seek to incur debt if the same is approved by a vote of the eligible electors of the District. At this point, no specific debt is contemplated and the issue will be reassessed only after approvals have been obtained by applicable constitutional or statutory requirements.

The Financial Plan as of the date of this Amended Statement of Purposes is to continue to operate on revenue received from the sale of water to customers. However, the District anticipates expanding its services and increasing its sources of revenue as circumstances permit and any such actions may not require further amendment of this Amended Statement of Purposes.

Attached as **Exhibit F** is a copy of the 2025 Budget for the District. Services to be provided by the Somerset Water & Park District will be financed by the revenues reflected in Exhibit F and other sources that may come available. As services and projects expand, the District budget will

reflect additional funding sources and expenditures to include providing domestic services and additional services as deemed appropriate by the District board of directors.

## **Debt and Debt Service**

The District will operate in a prudent manner to provide needed services and keeping in mind the revenue source is presently be from property owners and residents of the District and from providing services to individuals and entities outside of the District boundaries through contractual arrangements. When financing of land, buildings, equipment and additional services may be needed the District shall set aside reserves or utilize lease-purchase agreements, or other non-debt financial options where reasonable and possible. The District will not issue debt until such time as it has the financial capability of servicing debt and then only after obtaining voter approval, if necessary, and complying with all statutory and constitutional requirements for issuance of debt. The District will give notice to the Gunnison County Board of County Commissioners of decisions to incur debt, as may be required or requested. The Commissioners may elect, by written notice to the District, within thirty days after such notification, to treat the action as a material modification of this Amended Statement of Purposes in accordance with Section 32-1-207(2), C.R.S.

## **10-Year Plan**

The District's long-range plan is intended to be flexible to address community needs and opportunities in the future. The District intends to work with the Board of County Commissioners in establishing services that will make the Somerset area attractive to new and existing residents and businesses.

The majority of the District's long-range plan will be accomplished through the normal yearly budgetary process. Grants and loans may be pursued for capital improvements or for other needs of the District. Lease-purchase agreements and other financing sources may be used as financing methods for District-funded capital equipment acquisitions.

## **Conclusion**

The petition and request to approve this Amended Statement of Purposes and to rename the District to the "Somerset Water & Parks District" as outlined in the original Statement of Purpose to supply water to the residents of Somerset, and the addition of park and recreation powers for maintaining and improving the park and community center, and to perform trash removal on roads and alleys should be approved for the following reasons:

- 1) There is sufficient current and projected need for additional public services which can be provided by the District and which cannot be provided by a water district.

- 2) The District files this Amended Statement of Purposes with the addition of the powers enumerated herein to allow the District to accept, maintain and operate the donated property, and to then pursue grants and services for the park and facilities. The District has, and will continue to work closely with Gunnison County to provide park and clean up services needed within Somerset.
- 3) The expansion of these services will provide economical and sufficient resources to the Somerset region through community involvement, long-range planning, focused services, and service quality enhancements.
- 4) The area within the District will not be called upon to incur debt service financing. Debt will be incurred only when the District is financially capable of servicing debt and, if required, by a vote of the eligible electors. Any debt incurred will be accomplished in compliance with statutory and constitutional requirements. Incurring debt is not anticipated to require an amendment to this Amended Statement of Purposes. Lease-Purchase acquisitions may be entered into in accordance with statutory and constitutional requirements and shall be based on available revenue sources and specifically tailored to the financial resources of the District.
- 5) No other county, municipal or quasi-municipal corporations, including existing special districts, are able to adequately serve the Somerset region with the desired community services, except for the Ragged Mountain Fire Protection District which shall continue to provide fire, emergency and rescue services.
- 6) This Amended Statement of Purposes is in substantial compliance with any Master Plan adopted by Gunnison County pursuant to Section 30-28-106, C.R.S.
- 7) This Amended Statement of Purposes remains consistent with any water quality management plans for the District's Service Area.
- 8) The addition of park and recreation powers and recognition of the ability to provide maintenance and clean up services by the District is in the best interests of the residents in the District, the service area and surrounding lands.

This Amended Statement of Purposes will enable the District's current services to function unchanged while also allowing for provision of park and recreation and road and alley clean up services and facilities under evolving circumstances. This Amended Statement of Purposes is generally reflective of the current plans and expectations of the renamed Somerset Water & Park District. The cost estimates, financial plan, and description of services to be provided are sufficiently flexible to enable the District to provide necessary services and facilities to meet the future needs of the District without the need to further amend this Amended Statement of Purposes. Modification of services and facilities shall be permitted to accommodate changing needs and

plans of the District. Material modifications to this Amended Statement of Purposes may be deemed to exist only in the event the District seeks to provide services or improvements that are of a nature not contemplated or implied herein.

BOARD OF COUNTY COMMISSIONERS OF  
GUNNISON COUNTY, COLORADO

IN THE MATTER OF THE )  
ESTABLISHMENT OF THE )  
SOMERSET DOMESTIC WATER- )  
WORKS DISTRICT )  
)  
)

O R D E R

An election having been held on November 3, 1961, for the purpose of determining whether the Somerset Domestic Waterworks District shall be organized, said election having been conducted pursuant to previous order of this Board entered October 2, 1961, and after publication of notice thereof as required by law, and this Board having canvassed the votes cast at said election and it appearing to this Board that a majority of the legal electors in the said District have voted "SOMERSET DOMESTIC WATERWORKS DISTRICT - YES," and it further appearing to this Board that at said election three residents of said District were elected as the members of the first Board of Directors of said District,

NOW, THEREFORE, it is hereby declared that the territory described in that certain map of the Somerset Domestic Waterworks District prepared by Seabron T. King, Registered Land Surveyor, and subscribed by him September 28, 1961, is duly organized as a domestic waterworks district under the name and style of "SOMERSET DOMESTIC WATERWORKS DISTRICT," and

IT IS FURTHER HEREBY DECLARED that the following named persons have been duly elected as the members of the first Board of Directors of said District to serve until their successors are duly elected and qualified according to law:

William Payne

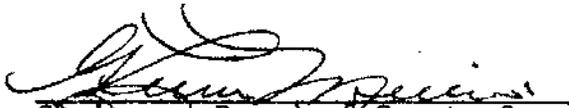
Dan Thresher

Pete Tullio

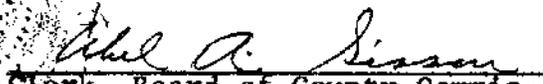
and,

IT IS FURTHER ORDERED that a copy of this order together with the aforesaid map of said District be immediately filed and recorded in the office of the County Clerk and Recorder of Gunnison County, Colorado.

DATED this 6<sup>th</sup> day of November, 1961.

  
Chairman, Board of County Commissioners of Gunnison County, Colorado



  
Clerk, Board of County Commissioners of Gunnison County, Colorado



**SOMERSET DOMESTIC WATERWORKS DISTRICT** )  
**GUNNISON COUNTY, COLORADO** )  
**STATEMENT OF PURPOSES** )

The Board of Directors of the Somerset Domestic Waterworks District, Gunnison County, Colorado, hereby files this Statement of Purposes as required by Section 32-1-208, C.R.S. As grounds for this filing the Board states as follows:

**I. History of Formation of District.** This District was formed on November 6, 1961, by Order of the Gunnison County Commissioners recorded at Reception #250016 (**Exhibit 1**). The statutory authority for the creation of the District is stated in the 1953 Act, Chapter 89 entitled “Local Improvement and Service Districts”. Article 1 of Chapter 89 concerns the formation of “Domestic waterworks districts” in unincorporated territories. The 1953 Act did not require the filing of a service plan with the County but only a “... description of the boundaries of such proposed district, the means proposed to supply water for domestic use, the name proposed for such district...” and the naming of a committee of three petitioners to represent the petition. The 1953 Act required an order forming the District from the County Commissioners and the recording of the order with the Gunnison County Clerk, but no district court proceeding or order of formation from was required. The Board submits that all matters required by the 1953 Act for the formation of the District were submitted to the Commissioners. The District has been in continuous operation since November 1961.

**II. Evolution of Local Improvement Districts.** Chapter 89 of the 1953 Act consists of eleven articles for the formation of various Local Improvement and Service Districts, specifically including domestic waterworks districts. In 1965 the Colorado Legislature enacted the Special District Control Act of 1965 originally codified at article 18 of chapter 89, C.R.S. (1965 Per.Cum.Supp.). Chapter 89 was re-codified as Title 32 in 13 C.R.S. (1973). The 1965 Special District Control Act for the first time required a formal service plan, an order approving the service plan from the County Commissioners and an order of formation from the district court. In Section 89-18-3 the term “special district” was defined to refer to any of the various service district “organized under the local improvement and service district laws of this state.” Ch. 225, sec. 3, §89-18-3, 1965 Colo.Sess.Laws 887.

The 1965 Special District Control Act was repealed and reenacted in 1981 pursuant to the Colorado “Special District Act”, 32-1-101, et. seq. C.R.S. Section 32-1-308(1) provides:



(1) The provisions of this article which become effective July 1, 1981, shall apply to all special districts existing on June 30, 1981, or organized thereafter; except that any such existing district need not obtain a name change to conform to this article and that any district may continue to operate for the purpose or purposes for which it was organized.

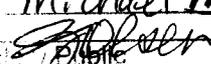
Section 32-1-208 provides in part that any special district which does not have a service plan approved pursuant to the Special District Act of 1981 shall file a statement of purposes with the Board of County Commissioners. This filing is made pursuant to such Section.

**III. Statement of Purposes.** The District is formed to provide a domestic water supply and water works for properties outside of incorporated towns or cities. Somerset is an unincorporated community in Gunnison County, Colorado. The District owns certain water rights and domestic water delivery pipelines and meters. By deed recorded at Reception #255206, the District holds title to Block No 5, Lot No. 7 of Somerset with all its improvements. The District also holds assets pursuant to that certain Assignment recorded at Reception #252968.

Historically the District has received its domestic water from Oxbow Mine. Oxbow is regulated as a water wholesaler. The raw water comes from the North Fork of the Gunnison River, is treated at the Oxbow treatment plant, goes to a finished water storage tank and then to a master meter and delivery of water to the District. The District is in discussions with Oxbow to transfer operations and full ownership of the treatment plant to the District but a date for such transfer has not been established.

**IV. Map of the District.** Attached as **Exhibit 2** is a map of the unincorporated community of Somerset which is the service territory of the District.

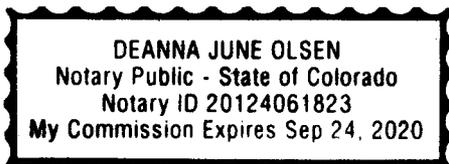
Dated this 13<sup>th</sup> day of March, 2019.

State of Colorado  
County of Delta  
Subscribed & Sworn to Before  
Me this 13 Day of March, 2019  
By Michael Byers, President  


Somerset Domestic Waterworks District

By:   
Michael Byers, President

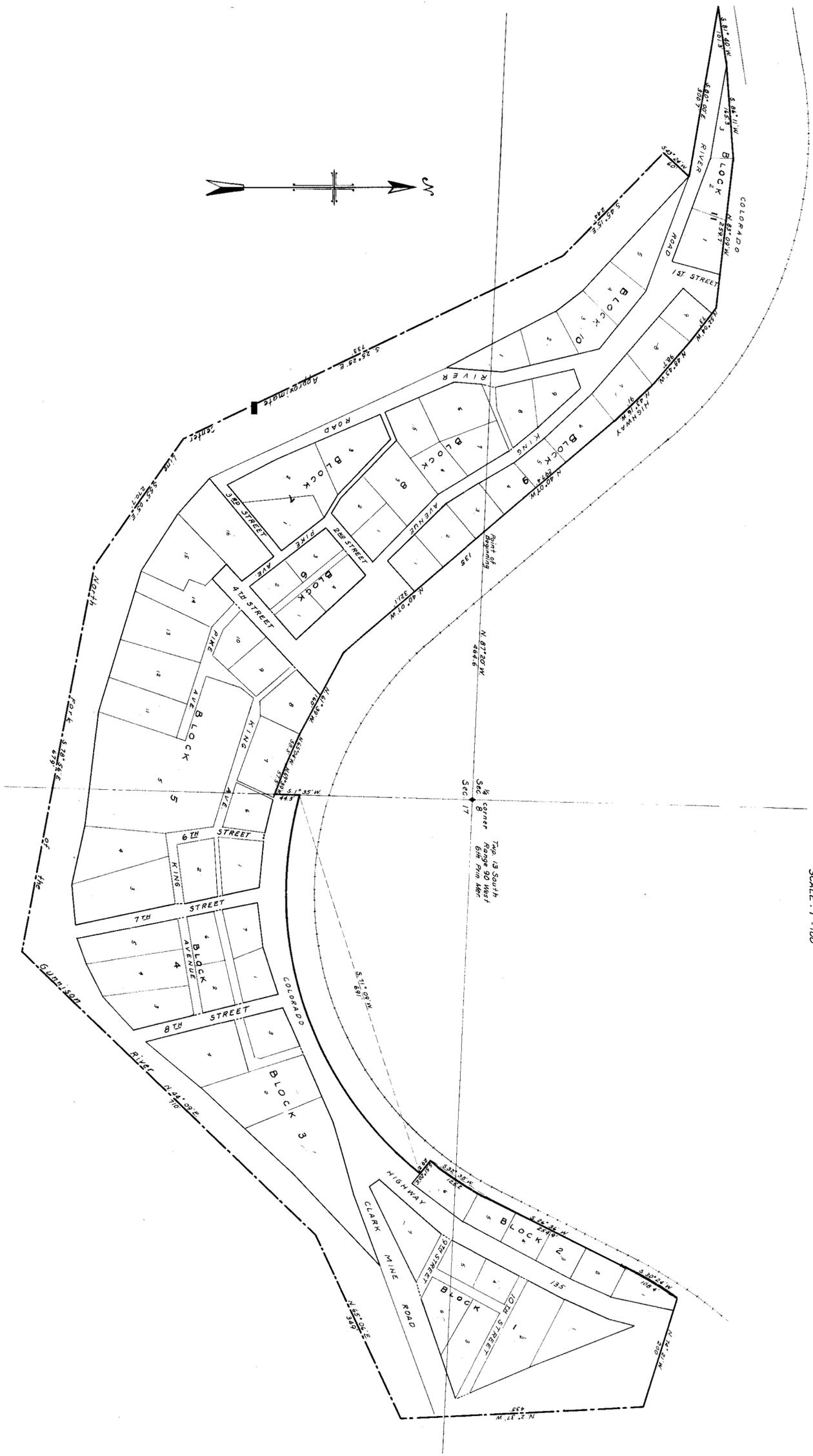
758927



MAP OF THE  
SOMERSET DOMESTIC WATERWORKS DISTRICT  
GUNNISON COUNTY, COLORADO

IRRIGATION DIVISION No. 4, WATER DISTRICT No. 40.  
SCALE: 1"=100'

Map No. 18



DESCRIPTION

A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 8, the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 9, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 17, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 17, Township 13 South, Range 90 West, is hereby described as follows: Beginning at a point on the Section line between said Sections 8 and 17 where the  $\frac{1}{4}$  corner common to Sections 8 and 17 bears S 87° 20' E, 464.6 feet, and running thence N 40° 07' W, 297.4 feet; thence N 43° 16' W, 91 feet; thence N 48° 43' W, 98.7 feet; thence N 52° 04' W, 73 feet; thence N 83° 09' W, 239.7 feet; thence S 86° 11' W, 163.3 feet; thence S 81° 40' W, 101.3 feet; thence S 80° 00' E, 300.7 feet; thence S 43° 24' E, 60 feet to the approximate centerline of the North Fork of the Gunnison River; thence along said centerline which runs generally S 45° 15' E, 244 feet; thence S 25° 25' E, 733 feet; thence S 53° 05' E, 270.7 feet; thence S 79° 56' E, 6.79 feet; thence N 44° 09' E, 710 feet; thence N 65° 06' E, 349 feet; thence N 2° 37' W, 435 feet; thence, leaving the river, N 74° 12' W, 200 feet to a point on the Denver and Rio Grande Western Railroad right-of-way; thence along said right-of-way on the arc of a curve to the left having a radius of 819.2 feet, a central angle of 7° 35', an arc length 108.5 feet, and a chord which bears S 30° 24' E, 108.4 feet; thence S 23° 36' W, 231.1 feet; thence on the arc of a curve to the right having a radius of 595.8 feet, a central angle of 12° 04', an arc length of 125.5 feet, and a chord which bears S 32° 38' W, 125.2 feet; thence S 51° 20' E, 292 feet; thence along the arc of a curve to the right having a radius of 625 feet, a central angle of 67° 11', an arc length of 732.1 feet, and a chord which bears S 17° 09' W, 691 feet to a point on the subdivision line whence the 1/4 corner common to Sections 8 and 17 bears N 1° 30' E, 300.4 feet; thence S 1° 39' W, 44.3 feet along sub-division line; thence N 69° 39' W, 57.5 feet; thence N 65° 04' W, 58.3 feet; thence N 61° 39' W, 16.0 feet; thence N 40° 07' W, 321.1 feet to point of beginning.

This parcel is the same and the survey and description is in agreement with the survey and plat made by Williams and Woodward, Engineers, Inc., Denver, Colorado, which was filed and recorded in the office of the County Clerk and Recorder, Gunnison County, Gunnison, Colorado, as the Somerset subdivision.

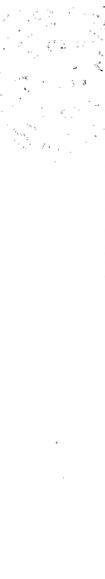
STATE OF COLORADO  
County of Gunnison  
Seaborn T. King, being duly sworn on his oath, deposes and says that he is the surveyor of the Somerset Domestic Waterworks District, that the survey of the same and the map thereon were made by him, and that such survey is accurately represented upon this map.

Deborah C. King  
REGISTERED LAND SURVEYOR  
LICENSE NO. 1455

Subscribed and sworn to before me this 28th day of February, A.D. 1961.  
Cecil R. Howard  
NOTARY PUBLIC

We, the Board of County Commissioners of Gunnison County, Colorado, do hereby approve and accept the Somerset Domestic Waterworks District as shown and described on the accompanying map on this day of February, 1961.

Attest: Will E. Deane  
COUNTY CLERK AND RECORDER



Map  
Domestic  
Water Works Dist.  
to

State

105 P 11846 U

Edith A. Brown

15

file

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

---

**Agenda Item:** County Forest Payment Allocation

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

County Forest Payment Allocation

**Fiscal Impact:**

**Submitted by:** Holly Perry for Matthew Birnie

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/5/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/6/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/6/2025

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/17/2025

---

# COLORADO DEPARTMENT OF THE TREASURY

**Dave Young**  
State Treasurer



**Eric Rothaus**  
Deputy Treasurer

May 1, 2025

REF: National Forest

The Secure Rural Schools (SRS) Act, P.L. 116-94 has not been authorized and expired on September 30, 2023. Counties will receive 25% 7-year rolling average payment without reauthorization of the Secure Rural Schools Act per the 1908 Act as amended. Each state and county are accountable for the proper use of funds under the Single Audit Acts.

The National Forest payments were remitted via EFT if applicable. Otherwise, a check is issued for your County's National Forest payment. The EFT should be received by your County within a few days. The Taylor Grazing and Sale of Land and Materials will be distributed as soon as funds are received. As of yet, the funds have not been received.

The information attached to this email will be provided on the Treasury website in a few days. This is a supplemental worksheet only to assist, and any technical questions should be addressed with Mia Gonzales with the Department of Local Affairs at 303-864-7744 or email [mia.gonzales@state.co.us](mailto:mia.gonzales@state.co.us). Please use the figures from the attached worksheet as these are the figures that will be used by the State Auditors for the PILT audit.

In addition to the worksheet, the US Forest Service link is available on the Colorado State Treasury website. The website can be accessed with this link; <https://treasury.colorado.gov/federal-funds-distribution>.

For the allocation directive on splitting the funds between the county's public schools and its road and bridge fund, please refer to C.R.S. 30-29-101(3) and to the informational "Minimum Distribution to School Districts" column in the enclosed worksheet. For any technical questions, please contact Mia Gonzales with the Department of Local Affairs.

Thanks,

*Debra Flotte*

Debra Flotte  
(303)866-4949  
<http://www.colorado.gov/treasury>

Colorado State Capitol  
200 E Colfax, Suite 140  
Denver, CO 80203  
(303) 866-2441  
[treasurer.young@state.co.us](mailto:treasurer.young@state.co.us)

CFDA 10.665

COUNTY	Sale of Lands & Materials BLM \$35-45-108(3) xx/xx/xx	Taylor Grazing BLM \$35-45-108 xx/xx/xx	Nat'l Forest Recv'd & Paid to Counties by State Treasury ASR-19-01 04/30/25	NATIONAL FOREST 7 year Rolling Average			Grand Total National Forest Paid	Grand Total Paid FFY 2024 SFY2025 Treasury To Counties SL&M + Forest	Informational Only		
				Title I County Share ASR-19-01 FFY24	County Share 25%	Title III County Share			Minimum Distribution to School Districts Nat'l Forest x 25%	Title I less Minimum Distribution to School Districts	
ADAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
ALAMOSA	0.00	0.00	2,544.72	0.00	2,544.72	0.00	2,544.72	2,544.72	25%	636.18	1,908.54
ARAPAHOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
ARCHULETA	0.00	0.00	58,399.00	0.00	58,399.00	0.00	58,399.00	58,399.00	25%	14,599.75	43,799.25
BACA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
BENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
BOULDER	0.00	0.00	24,195.97	0.00	24,195.97	0.00	24,195.97	24,195.97	25%	6,048.99	18,146.98
BROOMFIELD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
CHAFFEE	0.00	0.00	79,350.72	0.00	79,350.72	0.00	79,350.72	79,350.72	25%	19,837.68	59,513.04
CHEYENNE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
CLEAR CREEK	0.00	0.00	577,746.86	0.00	577,746.86	0.00	577,746.86	577,746.86	25%	144,436.71	433,310.14
CONEJOS	0.00	0.00	35,991.00	0.00	35,991.00	0.00	35,991.00	35,991.00	25%	8,997.75	26,993.25
COSTILLA	0.00	0.00	68.33	0.00	68.33	0.00	68.33	68.33	25%	17.08	51.25
CROWLEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
CUSTER	0.00	0.00	28,505.88	0.00	28,505.88	0.00	28,505.89	28,505.89	25%	7,126.47	21,379.41
DELTA	0.00	0.00	51,640.88	0.00	51,640.88	0.00	51,640.88	51,640.88	25%	12,910.22	38,730.66
DENVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
DOLORES	0.00	0.00	45,900.57	0.00	45,900.57	0.00	45,900.57	45,900.57	25%	11,475.14	34,425.43
DOUGLAS	0.00	0.00	30,490.75	0.00	30,490.75	0.00	30,490.75	30,490.75	25%	7,622.69	22,868.06
EAGLE	0.00	0.00	871,736.85	0.00	871,736.85	0.00	871,736.85	871,736.85	25%	217,934.21	653,802.64
EL PASO	0.00	0.00	20,790.02	0.00	20,790.02	0.00	20,790.02	20,790.02	25%	5,197.50	15,592.51
ELBERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
FREMONT	0.00	0.00	17,461.97	0.00	17,461.97	0.00	17,461.98	17,461.98	25%	4,365.49	13,096.48
GARFIELD	0.00	0.00	725,775.81	0.00	725,775.81	0.00	725,775.81	725,775.81	25%	181,443.95	544,331.86
GILPIN	0.00	0.00	52,740.78	0.00	52,740.78	0.00	52,740.78	52,740.78	25%	13,185.20	39,555.59
GRAND	0.00	0.00	1,922,251.11	0.00	1,922,251.11	0.00	1,922,251.11	1,922,251.11	25%	480,562.78	1,441,688.33
GUNNISON	0.00	0.00	289,921.54	0.00	289,921.54	0.00	289,921.54	289,921.54	25%	72,480.39	217,441.16
HINSDALE	0.00	0.00	88,582.90	0.00	88,582.90	0.00	88,582.90	88,582.90	25%	22,145.73	66,437.18
HUERFANO	0.00	0.00	25,121.86	0.00	25,121.86	0.00	25,121.87	25,121.87	25%	6,280.46	18,841.39
JACKSON	0.00	0.00	256,367.09	0.00	256,367.09	0.00	256,367.09	256,367.09	25%	64,091.77	192,275.32
JEFFERSON	0.00	0.00	29,217.63	0.00	29,217.63	0.00	29,217.63	29,217.63	25%	7,304.41	21,913.22
KIOWA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
KIT CARSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
LA PLATA	0.00	0.00	55,650.86	0.00	55,650.86	0.00	55,650.86	55,650.86	25%	13,912.72	41,738.15
LAKE	0.00	0.00	28,542.95	0.00	28,542.95	0.00	28,542.95	28,542.95	25%	7,135.74	21,407.21
LARIMER	0.00	0.00	113,734.01	0.00	113,734.01	0.00	113,734.01	113,734.01	25%	28,433.50	85,300.51
LAS ANIMAS	0.00	0.00	4,056.21	0.00	4,056.21	0.00	4,056.21	4,056.21	25%	1,014.05	3,042.16
LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
LOGAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
MESA	0.00	0.00	292,838.40	0.00	292,838.40	0.00	292,838.40	292,838.40	25%	73,209.60	219,628.80
MINERAL	0.00	0.00	64,807.72	0.00	64,807.72	0.00	64,807.72	64,807.72	25%	16,201.93	48,605.79
MOFFAT	0.00	0.00	32,919.73	0.00	32,919.73	0.00	32,919.73	32,919.73	25%	8,229.93	24,689.80
MONTEZUMA	0.00	0.00	35,651.63	0.00	35,651.63	0.00	35,651.63	35,651.63	25%	8,912.91	26,738.72
MONTROSE	0.00	0.00	99,423.67	0.00	99,423.67	0.00	99,423.67	99,423.67	25%	24,855.92	74,567.75
MORGAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
OTERO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
OURAY	0.00	0.00	42,912.39	0.00	42,912.39	0.00	42,912.39	42,912.39	25%	10,728.10	32,184.30
PARK	0.00	0.00	155,603.74	0.00	155,603.74	0.00	155,603.74	155,603.74	25%	38,900.94	116,702.81
PHILLIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
PITKIN	0.00	0.00	720,912.82	0.00	720,912.82	0.00	720,912.82	720,912.82	25%	180,228.20	540,684.61
PROWERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
PUEBLO	0.00	0.00	5,773.22	0.00	5,773.22	0.00	5,773.22	5,773.22	25%	1,443.30	4,329.91
RIO BLANCO	0.00	0.00	441,828.32	0.00	441,828.32	0.00	441,828.32	441,828.32	25%	110,457.08	331,371.24
RIO GRANDE	0.00	0.00	33,073.61	0.00	33,073.61	0.00	33,073.61	33,073.61	25%	8,268.40	24,805.21
ROUTT	0.00	0.00	445,676.66	0.00	445,676.66	0.00	445,676.66	445,676.66	25%	111,419.17	334,257.50
SAGUACHE	0.00	0.00	126,565.94	0.00	126,565.94	0.00	126,565.94	126,565.94	25%	31,641.49	94,924.46
SAN JUAN	0.00	0.00	24,710.26	0.00	24,710.26	0.00	24,710.25	24,710.25	25%	6,177.56	18,532.69
SAN MIGUEL	0.00	0.00	56,457.28	0.00	56,457.28	0.00	56,457.28	56,457.28	25%	14,114.32	42,342.96
SEDGWICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
SUMMIT	0.00	0.00	1,115,059.78	0.00	1,115,059.78	0.00	1,115,059.78	1,115,059.78	25%	278,764.94	836,294.83
TELLER	0.00	0.00	26,877.57	0.00	26,877.57	0.00	26,877.57	26,877.57	25%	6,719.39	20,158.17
WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
WELD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
YUMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25%	0.00	0.00
	0.00	0.00	9,157,879.01	0.00	9,157,879.01	0.00	9,157,879.01	9,157,879.01		2,289,469.75	6,868,409.26

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

**Agenda Item:** County Application for Semiannual Payment; Colorad

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Colorado Division of Veterans Affairs; County Application for Semiannual Payment; State Fiscal Year 2024-2025

**Fiscal Impact:**

**Submitted by:** Holly Perry for Matthew Birnie

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/17/2025



## Colorado Division of Veterans Affairs

### County Veterans Service Officer Monthly Report State Fiscal Year 2024-2025

**County:**

**Month:**

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that \_\_\_\_\_ hours have been worked by accredited veterans service officers and assistants in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the wait time for an appointment with our veterans service office was no more than \_\_\_\_\_ days in the month stated above.

This is verified as a true and accurate record. We acknowledge that the lack of timely submission of this form can result in delayed or missing payments.

\_\_\_\_\_  
County Veterans Service Officer Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
County Commissioner or Designee Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Designee Title (if signed by designee)

*Appendix A*

*CVA 26-County Veterans Service Office monthly report*

*August 2024 - supersedes all earlier versions*



**Colorado Division of Veterans Affairs**

**County Application for Semiannual Payment**

**State Fiscal Year 2024-2025**

**County:**

**Pay Period**      **July-December**      **January-June**

In compliance with C.R.S. § 28-5-707 and for the purpose of semiannual payment, we hereby state and certify the amount our Board of Commissioners has authorized to be disbursed in support of our county veterans service office for the period covered by this application.

A budget or other attachment may be included, or please provide details here:

*Appendix B*

*County Application for Semiannual Payment  
August 2024 – supersedes all previous versions*

We acknowledge that this application for payment is due semiannually no later the 10<sup>th</sup> day of January and July respectively, and the lack of timely submission can result in a missed payment.

County Commissioner or Designee

Date

Title of Designee (if applicable)

Please return this form no later than

the 10<sup>th</sup> of January or July to:

Colorado Division of Veterans Affairs

[cdvainfo@dmva.state.co.us](mailto:cdvainfo@dmva.state.co.us)

*Appendix B*

*County Application for Semiannual Payment*

*August 2024 – supersedes all previous versions*

County	January	February	March	April	May	Jan-June
ADAMS COUNTY	260	266	331	321	278	1456
ALAMOSA COUNTY	240	240	300	500		1280
ARAPAHOE COUNTY	800	800	800	900	900	4200
ARCHULETA COUNTY	207	185	197	203	207	999
BACA COUNTY	138	138	132	139	136	683
BENT COUNTY	64	0	0	10	98.89	172.89
BOULDER COUNTY						0
CHAFFEE COUNTY	240	220	220	240	240	1160
CHEYENNE COUNTY	36	28	29	27	32	152
CITY & COUNTY OF BROOMFIELD	168	152	175.5	176	172	843.5
CITY AND COUNTY OF DENVER	168	160	160	280	160	928
CLEAR CREEK COUNTY	180	160	180	190	170	880
CONEJOS COUNTY	178	143	148.5	159	141	769.5
COSTILLA COUNTY	80	80	80	80	110	430
COUNTY OF MOFFAT	78.5	75	76	75		304.5
CROWLEY COUNTY	85.25	82.75	95.5	82.25	80.75	426.5
CUSTER COUNTY	162	125	155.5			442.5
DELTA COUNTY	184	160	168	176	176	864
DOLORES COUNTY	100	80	100	100		380
DOUGLAS COUNTY	222	261	265	281	288	1317
EAGLE COUNTY GOVERNMENT	124.75	122.5	127.5	136.5		511.25
EL PASO COUNTY	1680	1520	1680	1764		6644
ELBERT COUNTY GOVERNMENT	155.07	152.72	163.32	176.77	159.12	807
FREMONT COUNTY	192	160	85	150	298	885
GARFIELD COUNTY	0	0	0	0	0	0
GILPIN COUNTY	112	82	95	91	26	406
GRAND COUNTY	241	209	189	211	268	1118
GUNNISON COUNTY	184	168	172	184	188	896
HINSDALE COUNTY	80	80	80	80	86	406
HUERFANO COUNTY	91.92	75.52	83.18	80	60	390.62
JACKSON COUNTY	83	81	86		86	336
JEFFERSON COUNTY	160	130	170	140	150	750
KIOWA COUNTY	36	28	29	27	33	153
KIT CARSON COUNTY	184	160	168	181		693
LA PLATA COUNTY	184	160	168	176	176	864
LAKE COUNTY	80	83	90	103	84	440
LARIMER COUNTY	828	724	766	784.5	739.5	3842
LAS ANIMAS COUNTY	174.59	173.84	177.34	186.84	176.59	889.2
LINCOLN COUNTY	39	48.25	57.25	59		203.5
LOGAN COUNTY	128	120	120			368
MESA COUNTY	322	280	270	308	308	1488
MINERAL COUNTY	82.75	84.15	85.25	85.1	83	420.25
MONTEZUMA COUNTY	332	320	337	198		1187
MONTROSE COUNTY	172	156	164	176	168	836
MORGAN COUNTY GOVERNMENT	107	86.25	92	112.25		397.5
OTERO COUNTY	120	160	168	176	176	800
OURAY COUNTY	4	4	4	78.5	82.5	173
PARK COUNTY	240	240	240	220		940
PHILLIPS COUNTY	80	86	83	99.5		348.5
PITKIN COUNTY	75	112	120	135	135	577
PROWERS COUNTY	184	160	168	176	176	864
PUEBLO COUNTY	170	160	240	180		750

RIO BLANCO COUNTY	90	11	0	0	39	140
RIO GRANDE COUNTY	84	35	89	96	79	383
ROUTT COUNTY	72	80	76	100	80	408
SAGUACHE COUNTY	0	80				80
SAN JUAN COUNTY	80	80	92	85	80	417
SAN MIGUEL COUNTY	102	96	92	78.5	82.5	451
SEDGWICK COUNTY	190.8	211.4	130	191.5		723.7
SUMMIT COUNTY GOVERNMENT	54	46	43	69	58	270
TELLER COUNTY GOVERNMENT	184	163	184	184	176	891
WASHINGTON COUNTY	9	10.5	18.75	20.75	26	85
WELD COUNTY	552	480	504	352	504	2392
YUMA COUNTY	80	80	86	112	82	440

# VENDOR DIRECT DEPOSIT / EFT ACH AUTHORIZATION FORM



**COLORADO**

Office of the State Controller

Department of Personnel & Administration

## SECTION I (AGENCY USE) - PAYOR, STATE INFORMATION

STATE AGENCY \_\_\_\_\_ VENDOR CODE \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_ ADDRESS ID \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_ VERIFIED BY\*\* \_\_\_\_\_  
AGENCY CONTACT/EMAIL \_\_\_\_\_ VERIFICATION METHOD:  
VENDOR/VERIFICATION CONTACT \_\_\_\_\_  PHONE  EMAIL

\*\* State employee who performed independent verification per the EFT Setup/Change guidance (step 8) on the CORE site

## SECTION II - PAYEE, VENDOR INFORMATION

PAYEE NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
DOING BUSINESS AS (DBA, OPTIONAL) \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
EMAIL (FOR REMITTANCE ADVICE) \_\_\_\_\_

## SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

PLEASE INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR  
SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME \_\_\_\_\_ BRANCH ADDRESS \_\_\_\_\_  
ROUTING NUMBER \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_  
ACCOUNT TYPE  CHECKING  SAVINGS FOR FURTHER CREDIT (OPTIONAL) \_\_\_\_\_  
PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) \_\_\_\_\_  
SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT?  YES  NO  
IF NO, PLEASE EXPLAIN \_\_\_\_\_

## SECTION IV - AUTHORIZATION FOR ACH / DIRECT DEPOSIT SETUP, CHANGE, OR CANCEL

SETUP  CHANGE  CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER  
ROUTING NUMBER \_\_\_\_\_ EXISTING ACCOUNT NUMBER \_\_\_\_\_

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate ACH credit entries (deposits) and if necessary to reverse any incorrect ACH payments made in error to the above bank account. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the state has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

**Agenda Item:** Port-a-potty Funding Request; Daniel's Hill; \$1,72

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A request for the County to provide funding to have a port-a-potty in place in the parking area of Daniel's Hill.

**Fiscal Impact:**

**Submitted by:** Holly Perry for Matthew Birnie

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/17/2025

**From:** Amber McMahill <[amcmahill81@gmail.com](mailto:amcmahill81@gmail.com)>  
**Date:** Wednesday, April 30, 2025 at 8:23 PM  
**To:** Laura Daniels <[LDaniels@gunnisoncounty.org](mailto:LDaniels@gunnisoncounty.org)>  
**Subject:** Parking Area at the Base of Daniel's Hill

[EXTERNAL SENDER - USE CAUTION]

Hello Laura,

We recently met with FS and County about the parking area at the base of Daniel's Hill (okay, it was a few weeks ago, I move slow). The ongoing concern over trash and human waste continues. We asked the FS if they would be open to the idea of having port-a-potties and trash receptacles there if we find a way to provide them.

Stuart Gillespie has offered to build and fund a casing for a port-a-potty which just leaves the cost of renting the port-a-potty.

It would cost \$75 per week for roughly 23 weeks = \$1725

As the season is fast approaching I am hoping to request this funding from the county and create a plan for it to be self-sustaining and supported through local entities going forward.

I am hoping that the neighbors do not push on the trash receptacle portion at this time.

How do I go about requesting these funds. I am fully in a role of community member in this matter and not as a trustee. I simply made these guys a promise to help 5 years ago! Ha! Hope all is well with you!

- Amber

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

**Agenda Item:** Condominium Replat; LUC-25-00015; KJM Condos

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicant requests approval of a condo plat to establish individual condo ownership within the newly constructed building from BP-23-00199.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/17/2025



Rachael Blondy, Planner II  
(970) 641-7932  
rblondy@gunnisoncounty.org  
www.GunnisonCounty.org

**To: Board of County Commissioners**  
**RE: LUC-25-00015 | Condominium Replat | KJM Condos**  
**Memo Date: June 10, 2025**  
**Meeting Date: June 17, 2025**

The original KJM Condominiums plat for Lot 8 ([Parcel 3255-120-38-001](#)) was approved in 2007. The original approval mandates Minor Impact review for any new use within Riverland. BP-23-00199 was submitted for a commercial building on the lot, which triggered a Land Use Change application (LUC-24-00003), as required by the original Riverland Industrial Park Filing No. 1 approval. On March 7, 2024, the Planning Commission approved a reduction in impact classification from Minor to Administrative for the proposal. This condominium replat LUC-25-00015 is to establish individual condo ownership within the newly constructed building from BP-23-00199.

The application was reviewed by planning staff and the County Attorney's Office on May 21, 2025 and was found to comply with the standards of [Land Use Resolution](#) Article 5: *Administrative Review Projects That Require Land Use Change Permits*:

- A. GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
  - 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 proposed condominium plat meets the specific standards enumerated in LUR Section 5-104:K *Specifications for Condominium Plats*.

Thank you,  
Rachael Blondy

**Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00015. Click on "Attachments".

- A. Plat

**WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF LOT 8, RIVERLAND - AN INDUSTRIAL PARK, FILING 1**

I, Kevin J. McNamara, Managing Member of 3 Men and a Lady LLC, a Colorado limited liability company, on behalf of 3 Men and a Lady LLC, and all successors, heirs and assigns, hereby acknowledges having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property at Lot 8, Riverland - An Industrial Park, Filing 1, and any improvements thereto. I acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability or expense.

By \_\_\_\_\_  
 Kevin J. McNamara, Managing Member  
 3 Men and a Lady LLC, a Colorado  
 limited liability company

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF GUNNISON )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Kevin J. McNamara, Managing Member of 3 Men and a Lady LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**ATTORNEY'S OPINION**

I, David Leinsdorf, an attorney at law licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and shown upon this Map. Such title is vested in 3 Men and a Lady LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

- The lien for 202\_\_ real property taxes and assessments.
- A right of way for ditches or canals constructed by the authority of the United States as reserved in United States patents recorded in Book 184 at Page 164, Book 184 at Page 166, and Book 184 at Page 167.
- Any and all easements and rights of way reserved to John L. Rozman, Jr. and Marilyn K. Rozman, their successors and assigns in Warranty Deed recorded in Book 574 at Page 353, and any and all assignments thereof or interests therein.
- Subject to a non-exclusive easement and right of way for ingress and egress and road right of way recorded in Book 576 at Page 390, and any and all assignments thereof or interests therein.
- An easement and right of way recorded in Book 576 at Page 390, and any and all assignments thereof or interests therein.
- Restrictions contained in Declaration of Protective Covenants for Riverland Industrial Park recorded in Book 584 at Page 304 and the Addendum to the Declaration of Protective Covenants recorded in Book 588 at Page 581.
- Declaration of Protective Covenants for Riverland Industrial Park, Filing 2, bearing Reception No. 467882, as amended by Amendment of Filing 2 Covenants bearing Reception No. 483743.
- 50 foot buffer zone and utility easement as shown on the Plat bearing Reception No. 369534.
- Statement of Authority, Construction Deed of Trust and Assignment of Rents recorded at Reception Numbers 693524, 693525 and 693526, respectively.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

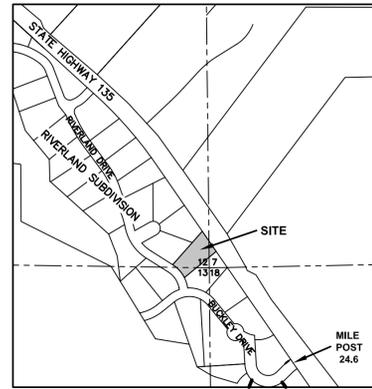
\_\_\_\_\_  
 David Leinsdorf, Attorney at Law  
 Colorado Supreme Court Registration No. 2740

**LAND SURVEYOR'S CERTIFICATE**

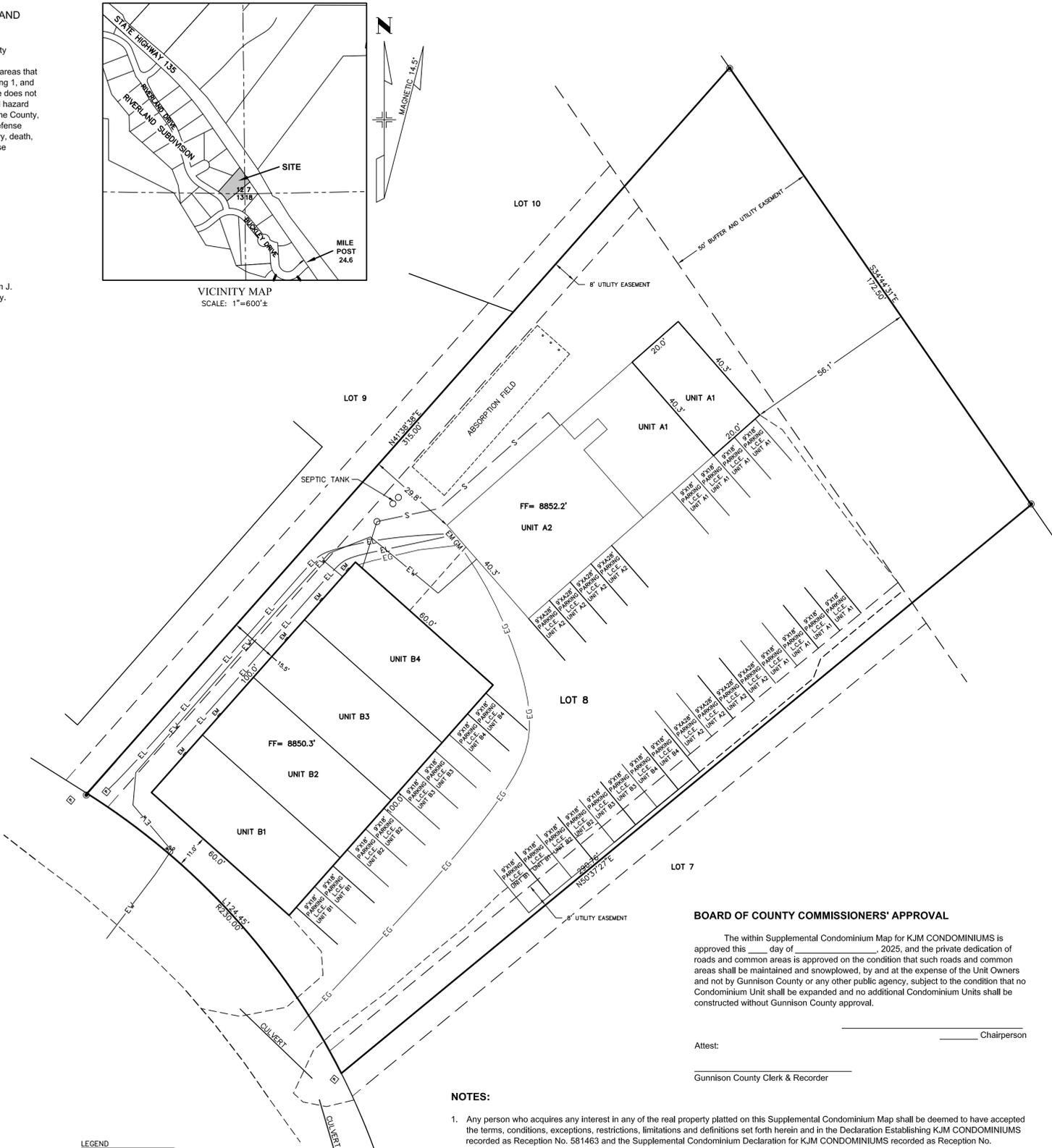
I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that this Supplemental Condominium Map of KJM CONDOMINIUMS was made by me and under my supervision, is accurate to the best of my knowledge, and that the improvements as constructed conform substantially to this Supplemental Condominium Map. This Supplemental Condominium Map fully and accurately depicts the layout, measurements and location of the improvements on the real property, the condominium unit designations, and the dimensions of such units and the elevations of the unfinished floors and ceilings.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 Norman C. Whitehead, Colorado Professional  
 Land Surveyor No. 27739



VICINITY MAP  
 SCALE: 1"=600'±



- LEGEND**
- ELECTRIC PEDESTAL
  - ⊞ ELECTRIC METER
  - ⊞ GAS METER
  - ⊞ SEWER CLEANOUT
  - EW- WATER SERVICE
  - EG- GAS SERVICE
  - EL- SEWER SERVICE
  - EL- ELECTRIC LINE
  - ⊞ WATER SHUTOFF

L.C.E. LIMITED COMMON ELEMENT  
 G.C.E. GENERAL COMMON ELEMENT



**NOTES:**

- Any person who acquires any interest in any of the real property platted on this Supplemental Condominium Map shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration Establishing KJM CONDOMINIUMS recorded as Reception No. 581463 and the Supplemental Condominium Declaration for KJM CONDOMINIUMS recorded as Reception No. \_\_\_\_\_.
- Upon completion of the installation or maintenance of any utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition.
- A blanket easement exists upon, across and over Lot 8 and under all of the units and the improvements situated thereon, for the benefit of all unit owners of KJM CONDOMINIUMS, for the installation, replacement, repair and maintenance of all utilities including but not limited to water, sewer, gas, telephone, electricity and cable television, together with drainage facilities.
- This Map shall comply with the terms and conditions of Land Use Change \_\_\_\_\_.
- CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint. Any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
- AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
- 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 leave natural debris on the bank of the ditch.
- Bearings and distances are as shown on the Riverland plat.
- Location is based on shown monuments.
- Basis of Bearing - N41°38'38"E between monuments found at the west and north corners of Lot 8.
- All utility locations are approximate and shall not be relied upon for construction. The appropriate agencies should be contacted before digging.
- According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown here on.

**BOARD OF COUNTY COMMISSIONERS' APPROVAL**

The within Supplemental Condominium Map for KJM CONDOMINIUMS is approved this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 Unit Owners and not by Gunnison County or any other public agency, subject to the condition that no Condominium Unit shall be expanded and no additional Condominium Units shall be constructed without Gunnison County approval.

Attest: \_\_\_\_\_  
 \_\_\_\_\_  
 Gunnison County Clerk & Recorder

**SUPPLEMENTAL CONDOMINIUM MAP  
 FOR  
 KJM CONDOMINIUMS  
 LOT 8, RIVERLAND- AN INDUSRIAL PARK  
 GUNNISON COUNTY, COLORADO  
 WITHIN SECTION 7, T14S, R85W AND  
 SECTIONS 12 AND 13, T14S, R86W, 6th P.M.**

**DEDICATION**

3 Men and a Lady LLC, a Colorado limited liability company, being the owner of the land described below, hereby declares and executes this Supplemental Condominium Map of KJM CONDOMINIUMS, County of Gunnison, State of Colorado, as follows:

1. **Dedication.** 3 Men and a Lady LLC, a Colorado limited liability company, being the owner of the land described as follows:

Lot 8, RIVERLAND - AN INDUSTRIAL PARK, FILING 1, according to the official plat thereof recorded September 14, 1982, bearing Reception No. 369534, County of Gunnison, State of Colorado,

under the name of KJM CONDOMINIUMS, has laid out, platted and/or subdivided the same as shown on this Supplemental Condominium Map and hereby permanently dedicates and conveys to the Owners of Condominium Units within this Condominium and their guests, but not to the public at large, the common right to use streets, alleys and roads, if any, and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

2. **Supplemental Condominium Declaration.** The real property laid out as KJM CONDOMINIUMS, County of Gunnison, State of Colorado, is platted and dedicated pursuant to the terms and conditions of the Supplemental Condominium Declaration for KJM CONDOMINIUMS dated \_\_\_\_\_, 2025 and recorded \_\_\_\_\_, 2025 as Reception No. \_\_\_\_\_ of the records of Gunnison County, Colorado.

**IN WITNESS WHEREOF,** Kevin J. McNamara, Managing Member of 3 Men and a Lady LLC, a Colorado limited liability company, has subscribed his name this \_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
 Kevin J. McNamara, Managing Member

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

The foregoing Supplemental Condominium Declaration for KJM CONDOMINIUMS was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Kevin J. McNamara, Managing Member of 3 Men and a Lady LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**CONSENT AND SUBORDINATION**

**For good and valuable consideration,** the receipt and sufficiency of which are hereby acknowledged, The Central Trust Bank d/b/a Bank Central, whose address is Durango/Pagosa Springs Branch, 1211 Main Avenue, Durango, Colorado 81301 ("Mortgagee"), as beneficiary of the Construction Deed of Trust and Assignment of Rents bearing Reception Numbers 693525 and 693526 in the office of the Gunnison County, Colorado Deed and Recorder ("Encumbrances"), hereby:

- Consents to the execution and recording of the Supplemental Condominium Map for KJM CONDOMINIUMS ("Map") and Supplemental Condominium Declaration for KJM CONDOMINIUMS ("Supplemental Declaration") bearing Reception Numbers \_\_\_\_\_ and \_\_\_\_\_, respectively, in the office of the Gunnison County Clerk and Recorder;
- Subordinates the liens of the Encumbrances to the Map and Supplemental Declaration; and
- Agrees that any foreclosure of the Encumbrances shall not adversely affect the existence, continuing validity or priority of the Map and Supplemental Declaration.

This Consent and Subordination shall run with the land and remain in full force and effect as if the Deed of Trust had been executed, delivered and recorded after the execution, delivery and recording of the Map and Supplemental Declaration.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

The Central Trust Bank d/b/a Bank Central

By \_\_\_\_\_  
 \_\_\_\_\_, its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing Consent and Subordination was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_, as \_\_\_\_\_ of The Central Trust Bank d/b/a Bank Central.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**GUNNISON COUNTY CLERK & RECORDER'S ACCEPTANCE**

This Map was accepted for filing in the office of the Clerk & Recorder of

Gunnison County, Colorado on this \_\_\_\_ day of \_\_\_\_\_, 2025,

Reception No. \_\_\_\_\_, Time \_\_\_\_\_.

\_\_\_\_\_  
 Gunnison County Clerk & Recorder

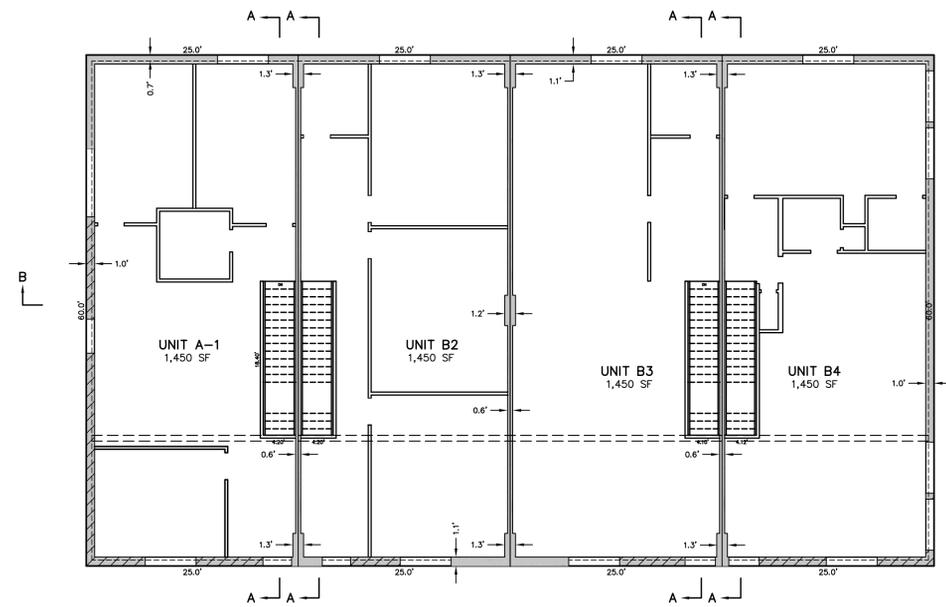
SUPPLEMENTAL CONDOMINIUM MAP FOR  
 KJM CONDOMINIUMS  
 338 RIVERLAND DRIVE  
 LOT 8, RIVERLAND INDUSTRIAL PARK  
 CRESTED BUTTE SOUTH - THIRD FILING

**COVER**

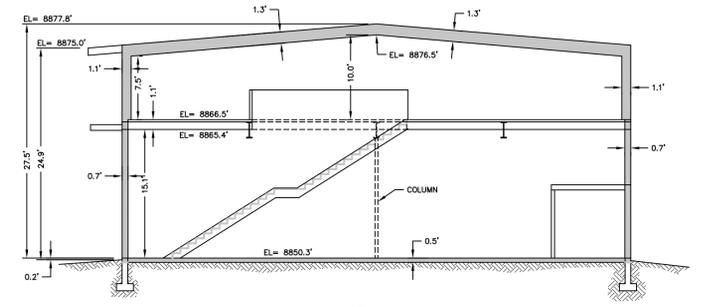
Prepared By:  
 NCW & Associates, Inc.

P.O. Box 3688 Crested Butte  
 (970) 349-6384 Colorado 81224

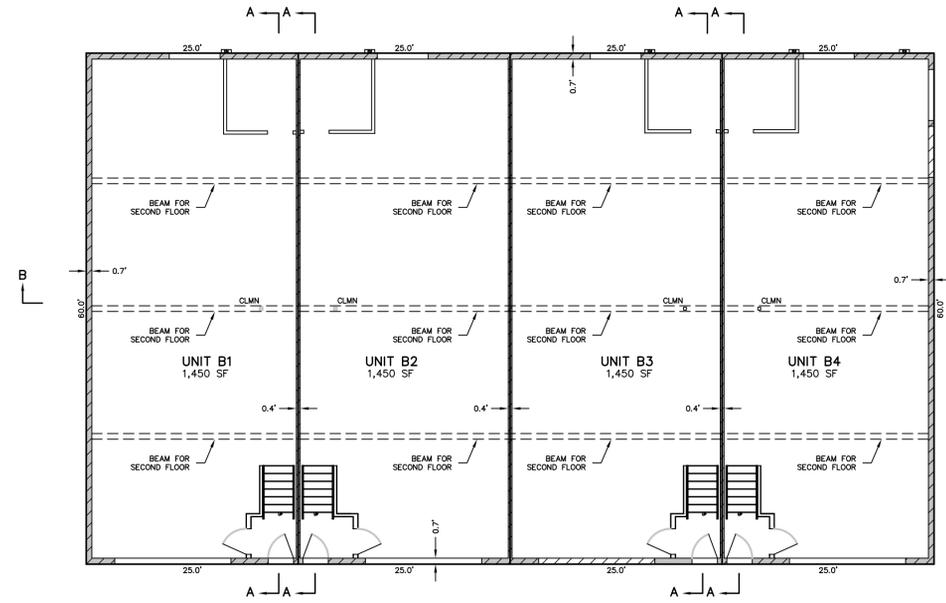
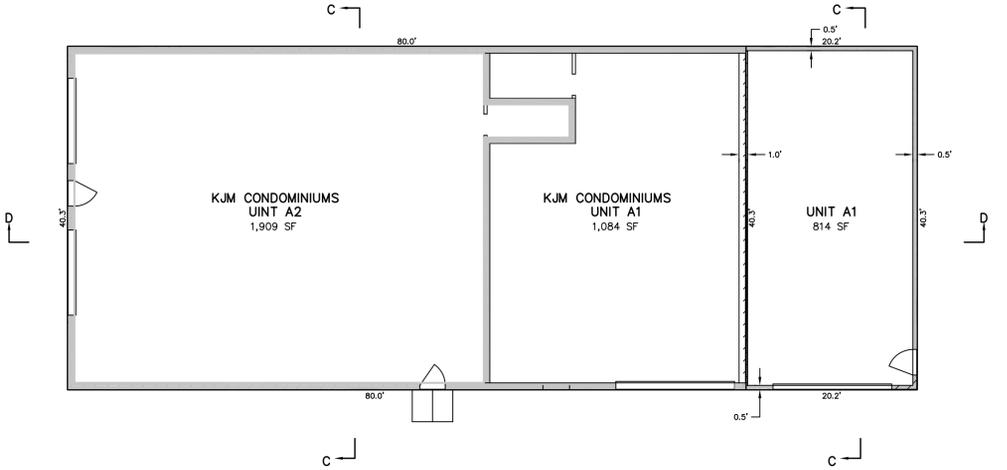
PROJECT: 23064.00 DWG.: CVR  
 DATE: 5/13/25 SHEET 1 OF 2



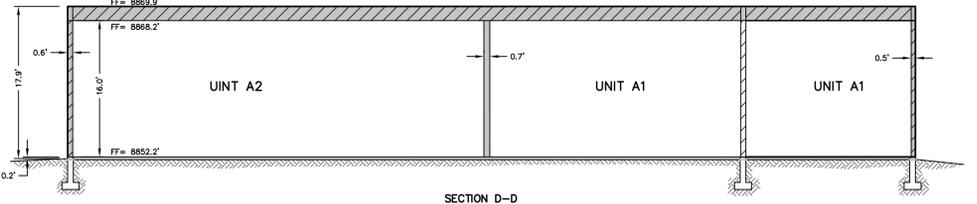
SECOND FLOOR



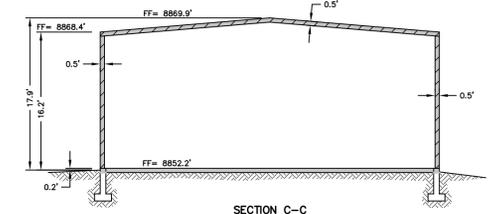
SECTION A-A



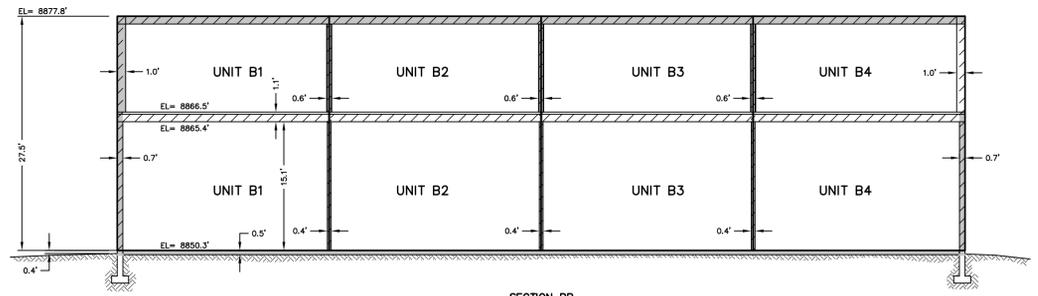
FIRST FLOOR



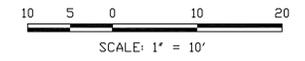
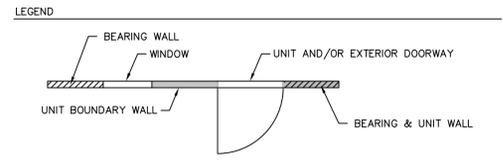
SECTION D-D



SECTION C-C



SECTION BB



SUPPLEMENTAL CONDOMINIUM MAP FOR KJM CONDOMINIUMS 338 RIVERLAND DRIVE LOT 8, RIVERLAND INDUSTRIAL PARK CRESTED BUTTE SOUTH - THIRD FILING	
FLOOR PLAN AND SECTIONS	
Prepared By: NCW & Associates, Inc.	
P.O. Box 3688 (970) 349-6384	Crested Butte Colorado 81224
PROJECT: 23064.00	DWG.: FLOOR
DATE: 5/13/25	SHEET 2 OF 2

ORIGINAL SHEET SIZE: 24"X36"

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

---

**Agenda Item:** May 2025 Cash Transfer Report

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

May 2025 Cash Transfer Report

**Fiscal Impact:** 9,589,067.05

**Submitted by:** Lupita Halligan

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/17/2025

---



**GUNNISON COUNTY, COLORADO**  
**CASH TRANSFER AUTHORIZATION**  
**May-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(5,081,755.85)
130	95 11122	General - Payroll Account	1,423,631.61	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	(2,944,943.34)
002	02 11900	Road & Bridge	0.00	(17,068.80)
003	03 11900	Human Services	0.00	(46,983.95)
004	04 11900	Public Health Agency	0.00	(135,018.75)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(613.03)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(69,494.04)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	236,071.54	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	0.00	(16,291.66)
032	32 11900	Sage Grouse Trust	0.00	(583.71)
034	34 11900	Risk Management	0.00	(308.36)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(6,000.00)
050	50 11900	Gunnison County Sewer	0.00	(20,001.04)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(47,418.53)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(151,276.37)
125	52 11101	Solid Waste - Landfill Closure	0.00	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	0.00
070	70 11900	Housing Authority	0.00	(492,920.38)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	7,417.76	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(129,641.93)
082	82 11900	ISF-II	0.00	(3,924.97)
090	90 11900	Health Insurance Trust	0.00	(69,776.91)
115	90 11101	Health Insurance Claims	201,096.49	0.00
091	91 11900	Local Marketing District	193,890.30	0.00
092	92 11900	Transportation Authority	0.00	(354,982.88)
093	93 11900	Public Trustee Agency	0.00	(62.55)
145	95 11121	Accounts Payable Clearing	7,453,990.41	0.00
<b>TOTALS</b>			<b>\$ 9,589,067.05</b>	<b>\$ (9,589,067.05)</b>

TRANSFER FOR JOURNAL ENTRIES:

505051, 505052, 505053, 505054, 505055, 505088, 504690, 503759, GBI 504379, 505289, 505313, 505314, 504818, 505319, GBI 506017, 505454, GNI, AP, 505455, 505312, 505453,

PREPARED BY: Whitney Fair  
 AUTHORIZED BY: Jim Costa  
 RECEIVED BY TREASURER: DDunbar

DATE: 6/9/25  
 DATE: 6/10/25  
 DATE: 6-10-25







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

**Agenda Item:** April 2025 Sales Tax and Local Marketing Tax

**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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/17/2025



**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	18,578,023									\$ 74,858,155
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693									\$ 49,750,137
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024									\$ 30,341,472
Marble	46,130	58,375	71,577	43,549									\$ 219,631
Pitkin	86,335	133,944	153,284	152,459									\$ 526,022
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254									\$ 91,752,204
<b>TOTAL TAXABLE SALES</b>	<b>\$ 57,618,339</b>	<b>\$ 76,062,990</b>	<b>\$ 67,145,290</b>	<b>\$ 46,621,002</b>									<b>\$ 247,447,621</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 576,183</b>	<b>\$ 760,630</b>	<b>\$ 671,453</b>	<b>\$ 466,210</b>									<b>\$ 2,474,476</b>
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%	21.97%									
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

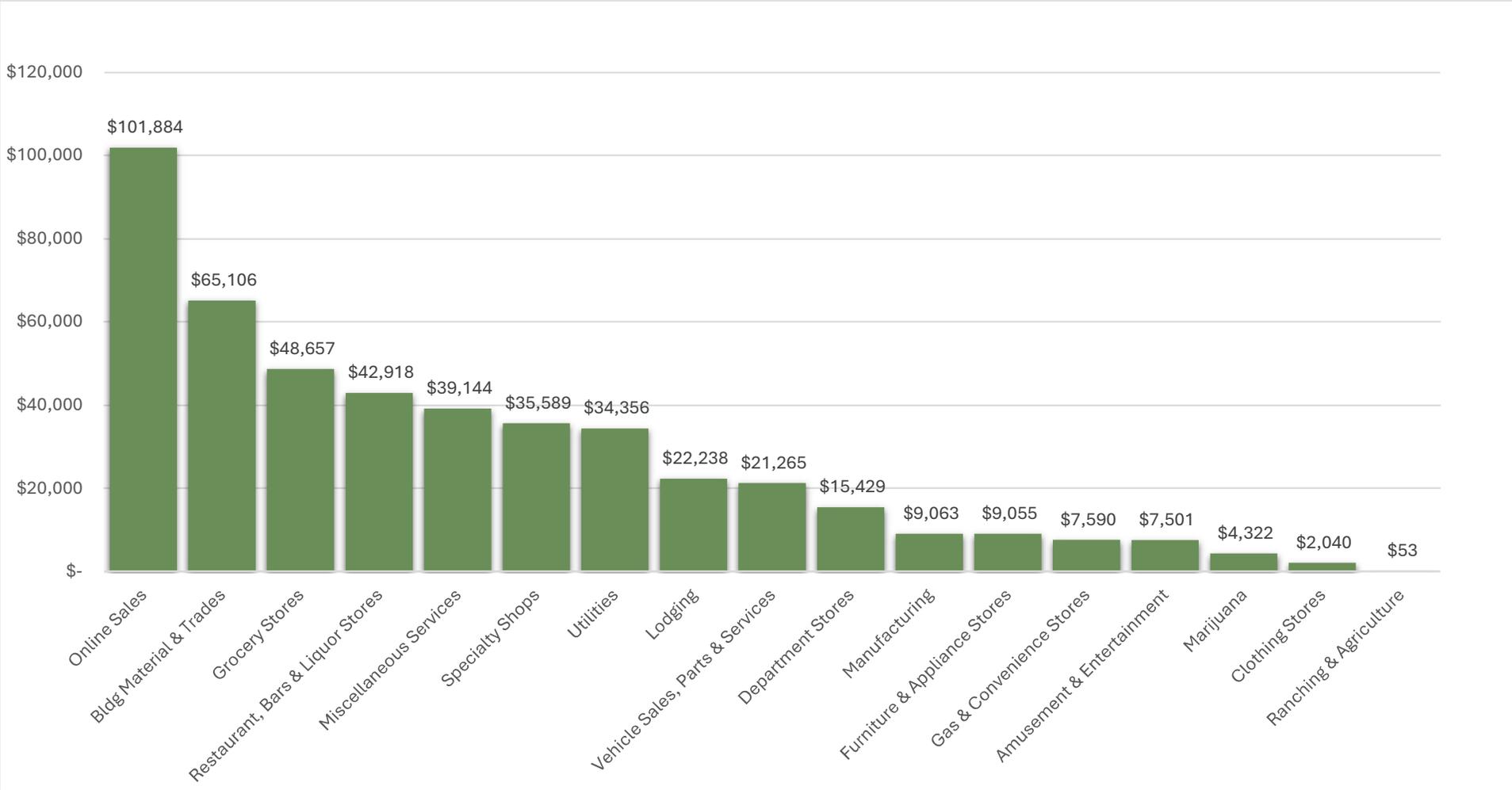
YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741	\$ 413,486	\$ 303,953									\$1,590,128	\$ 1,590,128
	% Change over previous year (monthly)	4.67%	40.35%	10.91%	25.14%										46.90%
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 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	36.08%
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%

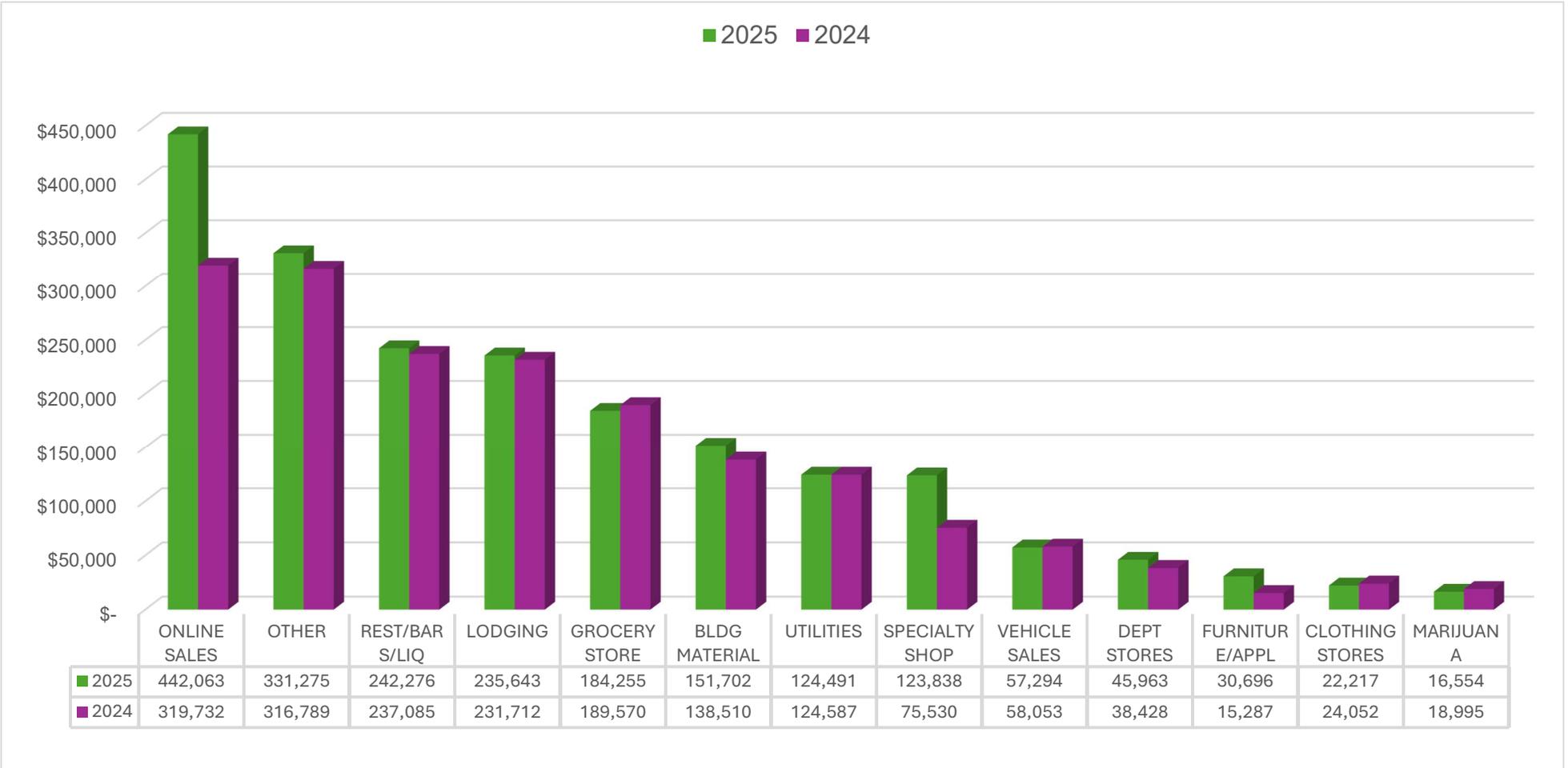


# Gunnison County Sales Tax by Industry

April 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	109,532.30										
Marble Only Collections	888.00	296.52	365.00	310.00										
Non Marble Collections	551,523.00	365,785.00	482,532.74	109,222.30										
Interest Credit	38,440.00	537.00	116.00	56.20										
Program Cost	-	689.47	671.92	479.81										
Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ 483,685.66	\$ 110,068.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,551,912.96	\$ 1,551,912.96
<b>% Change over previous year (cumulative)</b>	95.14%	-20.30%	-0.18%	16.94%									58.73%	
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	\$ 1,342,286.98
<b>% Change over previous year (cumulative)</b>	-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%	-16.05%	-0.20%	2.81%	7.17%	
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	\$ 1,176,225.08
<b>% Change over previous year (cumulative)</b>	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%	-1.38%	
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	\$ 1,334,749.35
<b>% Change over previous year (cumulative)</b>	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
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	\$ 1,076,348.63
<b>% Change over previous year (cumulative)</b>	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
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	\$ 670,277.74
<b>% Change over previous year (cumulative)</b>	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	

		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
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	\$ 670,684.12
	<b>% Change over previous year (cumulative)</b>	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	\$ 587,453.28
	<b>% Change over previous year (cumulative)</b>	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	\$ 598,947.55
	<b>% Change over previous year (cumulative)</b>	-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	\$ 587,500.73
	<b>% Change over previous year (cumulative)</b>	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	14,202									\$ 229,152
Gunnison	20,555	20,771	26,006	26,550									\$ 93,882
Marble	888	297	365	310									\$ 1,860
Pitkin	211	323	264	159									\$ 957
Mt Crested Butte	444,891	213,368	296,116	42,176									\$ 996,551
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192									\$ 227,671
Program Cost	-	689	672	480									\$ 1,841
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ 110,068</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,551,913</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	985									\$ 99,042
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581									\$ 346,135
Residential Property Managers	23,115	27,090	35,894	1,597									\$ 87,696
Hotels and Motels	78,447	104,564	162,868	29,103									\$ 374,982
Bed and Breakfast Inns	1,161	2,963	5,166	58									\$ 9,348
All Other Traveler Accommodation	186,849	166,162	182,217	73,856									\$ 609,083
RV Parks and Campgrounds	4,230	4,273	2,398	2,177									\$ 13,078
Recreational and Vacation Camps	2,354	5,671	2,451	232									\$ 10,708
Program Cost	-	689	672	480									\$ 1,841
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ 110,068</b>	<b>\$ -</b>	<b>\$ 1,551,913</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**

**Agenda Item:** Treasurer's Report

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present monthly and investment reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/17/2025

**TREASURER'S MONTHLY REPORT FOR MAY 2025**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	3,976,832.97	1,655,774.32	(5,359,367.15)	273,240.14
Due from Tre-Road & Bridge	4,464,255.40	66,223.04	(17,441.70)	4,513,036.74
Due from Tre-Human Services	1,171,139.71	44,791.68	(48,086.74)	1,167,844.65
Due from Tre-Public Health Agency	180,009.65	22,551.16	(135,242.82)	67,317.99
Due from Tre-Conservation Trust	358,442.36	777.06	-	359,219.42
Due from Tre-Bond Fund	879.43	0.58	(613.03)	266.98
Due from Tre-Airport	1,773,359.98	80,535.27	(71,103.20)	1,782,792.05
Due from Tre-Sales Tax	6,894,019.32	256,889.91	(53.50)	7,150,855.73
Due from Tre-Land Preservation	2,308,388.62	78,131.41	-	2,386,520.03
Due from Tre-Mosquito	99,090.56	2,489.87	(16,368.57)	85,211.86
Due from Tre-Sage Grouse	424,083.91	918.09	(583.71)	424,418.29
Due from Tre-Risk Management	321.92	0.03	(308.36)	13.59
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	64,089.21	125.93	(6,000.00)	58,215.14
Due from Tre-Sewer	1,187,291.25	92,275.75	(21,209.37)	1,258,357.63
Due from Tre-Water	1,027,319.94	2,294.47	(47,418.53)	982,195.88
Due from Tre-Solid Waste	515,298.60	185,669.16	(153,121.22)	547,846.54
Due from Tre-Housing Authority	492,932.46	0.03	(492,920.38)	12.11
Due from Tre-Gunn Sr Housing	187,379.80	7,840.06	-	195,219.86
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	130,238.68	1.29	(129,641.93)	598.04
Due from Tre-Internal Service II	482.50	7,966.12	(7,004.60)	1,444.02
Due from Tre-Insurance Trust	2,676,995.44	46,629.37	(69,776.91)	2,653,847.90
Due from Tre-Local Marketing District	2,158,763.41	198,990.54	-	2,357,753.95
Due from Tre-Rural Trans Auth	5,907,274.28	18,188.89	(355,044.27)	5,570,418.90
Due from Tre-Public Trustee Agency	98.06	-	(62.55)	35.51
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	-	150.00	(150.00)	-
Due from Tre-Treas Fees	-	108,101.55	(108,101.55)	-
Due from Tre-Health Claims	103,013.38	201,096.49	(237,460.50)	66,649.37
Due from Tre-Landfill Closure	1,429,592.44	3,099.17	-	1,432,691.61
Due from Tre-Landfill Cons Resv	2,010,620.54	4,358.76	-	2,014,979.30
Due from Tre-Payroll Clearing	19,586.68	1,423,631.61	(1,428,223.06)	14,995.23
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	829,667.05	7,453,990.41	(7,446,023.93)	837,633.53
Due from Tre-Finance Revenue Clearing	45,753.84	2,960,400.32	(2,960,400.32)	45,753.84
Due from Tre-Water Resource	51,527.74	111.71	-	51,639.45
Due from Tre-Workforce Impact Fees	412,748.47	894.78	-	413,643.25
Due from Tre-Living Community	287,192.66	99,976.60	(289,834.85)	97,334.41
<b>COUNTY FUNDS TOTAL</b>	<b>41,663,208.41</b>	<b>15,024,875.43</b>	<b>(19,401,562.75)</b>	<b>37,286,521.09</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	96,389.38	32,894.02	(98,820.34)	30,463.06
Due from Tre-Crested Butte Street/Alley	366,393.56	108,742.71	(377,331.65)	97,804.62
Due from Tre-Gunnison City General	127,630.47	40,898.45	(128,498.10)	40,030.82
Due from Tre-Marble General	8,307.27	2,486.50	(8,487.47)	2,306.30
Due from Tre-Mt Crested Butte General	492,768.67	106,317.12	(505,983.66)	93,102.13
Due from Tre-Pitkin General	9,300.23	1,696.76	(9,331.60)	1,665.39
<b>CITIES AND TOWNS TOTAL</b>	<b>1,100,789.58</b>	<b>293,035.56</b>	<b>(1,128,452.82)</b>	<b>265,372.32</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	4,737,495.66	1,304,600.13	(5,726,785.98)	315,309.81
Due from Tre-Gunn RE1J Bond	2,396,545.83	619,933.79	(2,908,123.71)	108,355.91
Due from Tre-Delta 50J General	402,863.09	804,559.82	(1,197,472.19)	9,950.72
Due from Tre-Delta 50J Bond	58,342.00	117,287.65	(175,038.12)	591.53
Due from Tre-Montrose RE1J General	57,261.05	8,923.50	(62,904.51)	3,280.04
Due from Tre-Montrose RE1J Bond	4,978.09	714.47	(5,474.14)	218.42
Due from Tre-Reij 2014 Mill Override	636,412.13	164,637.26	(772,366.33)	28,683.06

<b>SCHOOLS TOTAL</b>	8,293,897.85	3,020,656.62	(10,848,164.98)	466,389.49
<b>IMPROVEMENT DISTRICTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due From Tre-Gunn Rising #2	45,969.98	57,652.45	(47,682.49)	55,939.94
Due From Tre-Gunn Rising #3	2.59	2.31	(2.59)	2.31
Due From Tre-Gunn Rising #4	2.01	1.80	(2.01)	1.80
Due from Tre-CO River Water CD	143,159.33	52,518.48	(145,985.72)	49,692.09
Due from Tre-Reserve MD2	54,999.30	12,693.27	(55,251.75)	12,440.82
Due from Tre-Mt Crested Butte DDA	461,893.12	64,672.16	(463,833.28)	62,732.00
Due from Tre-Bostwick Park Water CD	662.98	318.65	(744.37)	237.26
Due from Tre-Crawford Water CD	23.46	0.70	(23.48)	0.68
Due from Tre-Crested Butte South MD	83,262.19	31,532.03	(85,144.66)	29,649.56
Due from Tre-Mt CB Water/San	321,784.48	72,481.74	(330,365.66)	63,900.56
Due from Tre-East River Regional SD	30,687.33	9,482.10	(31,175.68)	8,993.75
Due from Tre-Cemetery	65,347.92	16,259.67	(65,919.28)	15,688.31
Due from Tre-Gunn Co Metro Rec Dist	265,365.21	70,229.12	(269,930.07)	65,664.26
Due from Tre-N Fork Water CD	6,688.28	16,401.43	(7,183.06)	15,906.65
Due from Tre-Skyland MD	236,367.62	69,915.47	(241,182.06)	65,101.03
Due from Tre-Upper Gunn Water CD	508,570.43	135,145.40	(517,263.43)	126,452.40
Due from Tre-Crested Butte Fire PD	1,524,876.36	418,698.45	(1,557,432.79)	386,142.02
Due from Tre-Gunn Co Fire PD	283,370.42	65,238.03	(286,194.86)	62,413.59
Due from Tre-Carbondale & Rural Fire PD	50,178.70	44,786.03	(51,729.33)	43,235.40
Due from Tre-Ragged Mt Fire PD	36,956.35	86,907.47	(39,576.87)	84,286.95
Due from Tre-Arrowhead Fire PD	16,858.81	4,350.59	(16,980.91)	4,228.49
Due From Tre-Library General Fund	582,189.39	213,365.63	(593,713.03)	201,841.99
Due From Tre-Reserve MD#2 BOND 2016A	147,648.68	26,007.26	(148,368.79)	25,287.15
Due From Tre-North Fork Ambulance Health Service D	89,783.22	176,158.27	(95,090.24)	170,851.25
Due From Tre-Reserve MD #2 BOND 2016B	20,153.34	3,526.03	(20,251.89)	3,427.48
Due From Tre-Reserve MD #2 BOND 2016C	17,902.47	3,132.19	(17,989.98)	3,044.68
Due From Tre-Crested Butte Fire PD Bond	426,463.66	117,363.15	(435,977.11)	107,849.70
Due From Tre-Gunn Co Metro Rec North	346,833.83	92,131.31	(352,310.33)	86,654.81
<b>IMPROVEMENT DISTRICTS TOTAL</b>	<b>5,768,001.46</b>	<b>1,860,971.19</b>	<b>(5,877,305.72)</b>	<b>1,751,666.93</b>
<b>MISC CONTROL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Clerk & Recorder	495,707.19	740,605.18	(635,598.05)	600,714.32
Due from Tre-Clerk Sales Tax	-	61,996.85	(61,997.15)	(0.30)
Due from Tre-SOT	-	256,996.50	(256,996.50)	-
Due from Tre-State Auto	-	268,257.99	(268,257.99)	-
Due from Tre-Clerk ST Domestic Abuse	-	80.00	(80.00)	-
Due from Tre-Clerk State Registrar	-	12.00	(12.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	878.00	(878.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	110,659.39	(110,659.39)	-
Due from Tre-Treas Deed	3,540.55	-	-	3,540.55
Due from Tre-Unused Remittances	5,361.56	316,078.52	(631.89)	320,808.19
Due from Tre-Elected Official Fees Clrg	16,261.28	68,012.49	(65,316.36)	18,957.41
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	<b>520,870.58</b>	<b>1,823,576.92</b>	<b>(1,400,427.33)</b>	<b>944,020.17</b>
<b>GRAND TOTALS</b>	<b>57,346,767.88</b>	<b>22,023,115.72</b>	<b>(38,655,913.60)</b>	<b>40,713,970.00</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 May 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  
May 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	122,513.09			Cash	
BMO	1101	868,391.96	0.00%		Chkg	
BMO CC	1103	903,591.16	0.00%		Chkg	
BMO MM	1104	2,362,950.57	3.13%		MM	
BMO Sheriff Account	1109	0.00	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,204,664.28	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	1,220,361.68	0.00%		Chkg	
Colotrust Plus	1118	2,226,328.03	4.37%		Pool	
C-Safe	1121	1,780,235.59	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	518,638.33	1.98%			
<b>TOTAL CASH AND CHECKING</b>		<b>11,361,836.37</b>		<b>27.91%</b>		
INVESTMonthlyENTS						
FHLB AXXH6	1154	550,034.65	5.00%		AG	12/6/28
FHLMC GYTW2	1168	500,134.50	5.30%		AG	6/14/27
Unifed Fidelity Bank GA56	1189	248,860.22	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,623.06	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,627.78	5.05%		CD	3/23/26
FHLB ATBS5	1204	499,380.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	701,018.86	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,675.13	3.40%		CD	7/29/25
Discover Bank 3N361	1209	243,143.63	3.45%		CD	7/29/26
US Treasury CCF68	1210	483,455.00	0.75%		T	5/31/26
FHLMC GXXR0	1211	499,558.00	3.32%		AG	6/30/25
FHLMC GXYD0	1212	498,409.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	242,241.54	3.45%		CD	6/29/27
American Express AD582	1214	242,010.02	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,774.07	4.10%		AG	7/14/25
FHLMC GXZT4	1216	499,721.00	4.00%		AG	7/14/25
FHLB ARUR0	1217	492,752.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	486,350.00	0.50%		T	2/28/26
FHLB ARC388	1220	581,707.80	2.30%		AG	3/29/27
FHLB AR7M7	1221	496,103.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	480,115.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	492,610.00	1.00%		AG	12/30/25
FHLB APLK9	1225	480,780.50	1.28%		AG	10/28/26
FHLB APH40	1226	479,540.00	1.06%		AG	10/21/26
FHLB ANG95	1227	482,717.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	234,912.37	0.85%		cd	9/30/26
FHLB ANJK7	1229	960,579.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	343,869.75	0.75%		AG	11/28/25
FFCB EMZW5	1233	matured				
FHLB AMJN3	1234	484,648.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	484,773.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	485,298.00	1.05%		AG	5/12/26
FHLB ALW67	1238	486,368.00	1.10%		AG	4/22/26
FHLB ALV68	1240	486,917.50	1.03%		AG	3/30/26
FHLB ALM43	1241	494,105.50	0.75%		AG	9/30/25
FHLB ALMM3	1242	486,797.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	486,712.50	0.53%		AG	2/17/26
FHLB ALA53	1244	486,581.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	480,564.07	0.60%		AG	12/9/25
FAMC 2B3F5	1246	294,770.70	0.60%		AG	11/20/25
FHLMC GXAP9	1248	491,685.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	238,728.00	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	243,714.97	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	244,560.22	1.00%		CD	6/19/25
Toyota Financial Savings MJS1	1264	244,287.29	0.80%		CD	6/30/25
Park State Bank VAB7	1265	matured				
Western States Bank	1309	538,762.19	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	237,076.28	3.88%		CD	3/21/25
Redstone Bank	1449	258,033.27	4.45%		CD	5/16/25
Morgan Stanley DGT9	1489	250,317.21	5.05%		CD	11/8/28
FHLB 1ACT1	1496	605,431.80	5.30%		AG	5/1/29
FFCB ERFL0	1497	called				
FNMA GAUJ8	1499	281,959.90	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	493,716.50	4.00%		AG	9/13/29
FFCB ERVL2	1501	997,632.00	4.62%		AG	10/1/29
FHLB B33X9	1502	498,342.50	4.50%		AG	10/9/29
FHLB B3BB8	1503	375,048.87	5.00%		AG	10/22/29
FHLMC HAQR7	1504	499,010.50	4.65%		AG	10/9/29
FHLB B3F99	1505	500,024.00	5.05%		AG	10/30/29
FNMA GAY39	1506	500,322.00	5.00%		AG	10/30/29
First National Bank Oxford	1507	244,187.58	4.40%		CD	12/11/29
Truist Bank	1508	244,861.57	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,105.00	5.05%		AG	12/20/29
FNMA GAA90	1510	249,977.75	5.00%		AG	2/13/30
FHLB B5PR3	1511	497,015.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	490,919.00	4.13%		AG	4/29/30
FHLB B5ZD3	1513	497,461.00	4.23%		AG	1/24/28
FHLB B5ZF8	1514	498,794.50	4.75%		AG	4/24/30
FNMA GAH77	1515	498,897.50	4.32%		AG	11/15/28
<b>TOTAL INVESTMENTS</b>		<b>29,348,112.05</b>		<b>72.09%</b>		
Cash per Treasurer's Ledger		40,709,948.42		100.00%		
Plus Pending Disbursements		4,021.58				
<b>Total Due to All Funds</b>		<b>40,713,970.00</b>				

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

**Agenda Item:** Building Permit Fee Discussion; Follow-up from Pub

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Proposed revision to the building permit fee schedule

**Fiscal Impact:**

**Submitted by:** Crystal Lambert

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 60

Agenda Date: 6/17/2025



COMMUNITY & ECONOMIC DEVELOPMENT

**Gunnison County Community & Economic Development Department**

Phone: (970) 641-0360  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

**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 22, 2025  
**Re:** Building Permit Fees

The Community Development Department recommends updating the building permit fee schedule to establish a more equitable, transparent, and administratively efficient system. The proposed revision replaces the current graduated fee structure with a flat percentage fee applied to the total project valuation. Under the existing schedule, permit fees decline as project valuations increase.

Project Valuation	Current Fee Assessed	Effective Rate
\$500,000	\$4,975.10	1.00%
\$1,500,000	\$10,175.10	0.68%

This regressive model results in lower effective rates for higher-value projects, despite such projects typically requiring more staff time and resources. The current fee schedule spans from 6.24% for a \$500 project to 0.22% for a \$20 million project. A flat percentage fee would standardize this process, improve equity across all project sizes, and reduce administrative complexity and disputes.

Determining the Appropriate Percentage

Setting an appropriate flat rate involves identifying the crossover point where fees under the new model equal those under the current schedule. For example:

- A new 1,500 sq. ft. home (valued at \$710,175) under the current fee structure would have a permit fee of \$6,341 which is a rate of 0.89% of the total valuation.
- A new 2,000 sq. ft. home (valued at \$946,900) under the current fee structure would have a permit fee of \$7,880 which is a rate of 0.83% of the total valuation.

Below is a comparison of current fees vs. flat percentage scenarios:

<b>Project Valuation</b>	<b>Current Residential</b>	<b>Current Commercial</b>	<b>0.85% Flat Fee</b>	<b>0.90% Flat Fee</b>	<b>1.00% Flat Fee</b>
\$500,000	\$4,975.10	\$6,314.55	\$4,250	\$4,500	\$5,000
\$750,000	\$6,600.10	\$8,377.05	\$6,375	\$6,750	\$7,500
\$1,000,000	\$8,225.10	\$10,439.55	\$8,500	\$9,000	\$10,000
\$2,000,000	\$12,125.10	\$15,389.55	\$17,000	\$18,000	\$20,000
\$5,000,000	\$23,825.10	\$30,239.55	\$42,500	\$45,000	\$50,000

Revenue Considerations

The projected 2025 budget for the development review program is \$1,118,200. A fee structure that aligns revenue with costs is necessary to avoid reliance on the General Fund.

The table below compares actual fees collected over the past three years with estimated collections under various flat fee scenarios:

<b>Year</b>	<b>Development Review Expenses</b>	<b>Development Review revenues (all permit types)</b>	<b>Building Permit Revenues</b>	<b>0.85% Flat Fee</b>	<b>0.90% Flat Fee</b>	<b>1.0% flat fee</b>
2022	\$727,300	\$1,106,379	\$886,940	\$909,278	\$962,765	\$1,069,740
2023	\$916,442	\$951,834	\$765,811	\$800,771	\$847,875	\$942,083
2024	\$972,170	\$1,196,508	\$929,382	\$1,158,250	\$1,226,382	\$1,362,647
2025	\$1,118,200	\$998,500*(projected w/o Whetstone)	\$850,000*(projected w/o Whetstone)	\$932,639* (projected w/o Whetstone)	\$987,500*(projected w/o Whetstone)	\$1,097,222*(projected w/o Whetstone)
		\$1,298,700*(projected w/ Whetstone)	\$1,150,200*(projected w/ Whetstone)	\$1,262,024*(projected w/ Whetstone)	\$1,336,262*(projected w/ Whetstone)	\$1,484,736*(projected w/ Whetstone)

\*Prior to 2021, the general fund was used to subsidize the development review program which means that taxpayers were subsidizing the costs of new construction. The Whetstone building permit fees were not initially included in 2025 budget projections. The county had initially anticipated utilizing the incentives offered in Section 9-604 that allows payment of fees to be deferred until C.O. Due to complications with fee calculation for deferrals that plan was revised and all permit fees were paid at time of permit issuance.

### Recommendations

Staff recommends the Board of County Commissioners adopt a flat percentage-based fee structure and eliminate the separate plan review fee. Based on our previous discussions and public feedback staff recommends a fee of 0.9%. A 0.9% fee will have the effect of reducing permit fees for projects less than \$710,000. We believe a 0.9% fee will be sufficient to cover the current costs of the development review and inspection program. This change will:

- Promote fairness by tying fees directly to project valuation.
- Streamline administration and reduce disputes.
- Align revenue with workload.

We recommend a reduced fee for:

- Model home plans provided by the County with a 0.2% fee reduction (e.g. 0.9% -> 0.7 %)

We recommend:

- Establish a new Building Permit Fee Schedule that the BOCC can amend as needed. Certain items are being relocated from the Building Code to the new fee schedule document for clarity, including plan review fees for revisions, project valuations, and standalone mechanical permit fees. These are not new items and are not amended with this recommendation, they are just being moved to be included in this document. The mechanical permit fee schedule is only for stand-alone mechanical items, such as boiler replacements and woodstoves. Mechanical systems associated with permits for new structures, residential and commercial, are inclusive of the building permit and we apply the mechanical provisions as appropriate during permitting and construction (i.e. there is no separate mechanical permit for new construction).
- Minimum Permit Fee: \$300 (ensures minimum costs are recovered for projects valued under \$35,000)
- Application Deposits:
  - \$1,000 for new residential/commercial structures
  - \$200 for utility structures, repairs, alterations, or additions  
*Note: Deposits are credited toward total fees but are non-refundable if permits are not issued after staff review.*
- Amend the building code and remove the fee schedule from the building code and reference a separate fee schedule for ease of future changes and adoption.

### Next Steps

Two proposed resolutions are submitted for BOCC consideration:

1. Amend the Building Code to remove the current fee schedule and reference a separate Building Permit Fee Schedule which shall not require an amendment to the Building Code for adoption. The first Resolution amends the building codes by deleting the current fee schedule and plan review fees and provides reference to a separate building permit fee schedule.
2. The second Resolution establishes a Building Permit Fee Schedule which can be amended by the Board as needed.

Please contact Cathie Pagano or Crystal Lambert with any questions. Thank you for your consideration.

**From:** Shelley Albers <[salbers54@icloud.com](mailto:salbers54@icloud.com)>  
**Date:** May 20, 2025 at 7:43:43 PM MDT  
**To:** [Bocc@gunnisoncounty.org](mailto:Bocc@gunnisoncounty.org)  
**Subject: Stricter Permits, etc. must have a voice**

Hi,

Ben Somrak has been a voice of reason, I do not think the county gets to make decisions that will impact the economic development beyond just the county decisions but the people and the vital community of people including locals and work force in this place making already stricter building permits, etc after the already rough tariffs, etc. & after the pandemic material distribution and the impact this will have in generations to come. We need community participation in this and better ways of development and building such as what is happening in Denver now with pre fab homes to off set the tariffs and contracting in such a way that will keep new places here and less money in materials. This is going to take thinking outside of the box but just to create more obstacles through stricter permits, etc. is going to shut down this place to people to experience and love this place and pass down for generations to come.

The school and so much of the local businesses have already been impacted after the pandemic and don't they deserve a shot to live in this place?! Not just work but build a family here that creates an intrinsic value and community to this place that has kept CB a place of destination that people love and live. We do not need more regulation!

If you are doing this because your department is losing funding find other ways to source as things and in a general consensus things are at a shifting point right now globally and as the money shifts it will be redirected back to the people and businesses that built America and small Mountain towns in the first place, not just to pay attorney fees!

Please consider another option here this county needs to promote growth and economic development not to create stricter forces in an already strict county that will shut this off to the people that truly love this place and deserve to be here too!

Sincerely,

 	<p><i>Shelley Albers</i></p> <p>☎ 303.884.0272</p> <p>✉ <a href="mailto:salbers54@icloud.com">salbers54@icloud.com</a></p> <p>🌐 <a href="http://shelleyalbers.remax.com">shelleyalbers.remax.com</a></p> <p>311 5th St.   Crested Butte</p>	 <p><b>RE/MAX</b> COMMUNITY BROKERS</p> <p><i>"Turning dreams into reality."</i></p>
--	---	--

From: Lydia Stern <[lsternmedia@gmail.com](mailto:lsternmedia@gmail.com)>

Sent: Wednesday, May 28, 2025 3:59 PM

To: BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>

Subject: Concerns Regarding Housing Affordability and County Fees/Regulations

[EXTERNAL SENDER - USE CAUTION]

Dear Gunnison County Commissioners,

I am writing to express my significant concerns regarding the increasing barriers to homeownership and affordable housing in Gunnison County. As a constituent, I believe it's crucial for the Commissioners to hear directly from residents about the impact of current policies and fees.

Specifically, I am troubled by:

- \* Higher fees across the board: The cumulative impact of various county fees significantly adds to the cost of building or purchasing a home.
- \* Electric-ready and energy codes: While I support responsible energy use, the current electric-ready codes and energy codes feel excessively burdensome and add considerable financial strain to construction projects, often beyond what seems reasonable.
- \* WUI (Wildland-Urban Interface) codes: While important for safety, the implementation of WUI codes also contributes to increased building costs.
- \* Fire department and public works fees: These fees further exacerbate the financial challenges for those trying to establish a home in the county.

It feels as though we are on a path where more and more regulations and fees are being added, diminishing the ability for ordinary people to afford to live and build a life here. I believe our voices matter, and I urge you to consider the cumulative effect of these policies on housing accessibility and the overall well-being of our community.

Thank you for your time and consideration of these critical issues.

Sincerely,

<<https://mountainmagicmedia.com/>>

Dear Gunnison County Commissioners,

I am writing to you as a resident of Gunnison County to share my perspective on the increasing difficulties faced by individuals and families seeking to establish or maintain a home here. I understand your commitment to engaging with constituents on important issues, and I believe it's essential to convey the significant impact that current county policies and financial obligations are having on our community's housing landscape.

My primary concerns stem from several interconnected factors that are increasingly impeding housing accessibility:

- **Rising County Fees:** The cumulative effect of various county fees places a substantial financial burden on residents, making homeownership and new construction increasingly challenging.
- **Electric-Ready and Energy Code Requirements:** While I support efforts toward sustainability, the existing **electric-ready codes** and **energy codes** strike me as overly prescriptive and expensive, driving up construction costs to what feels like an unreasonable degree.
- **Wildland-Urban Interface (WUI) Regulations:** The implementation of **WUI codes**, while crucial for safety, also adds considerably to the overall expense of building or renovating homes.
- **Departmental Charges:** Additional fees from the **fire department** and **public works** further exacerbate these financial pressures, contributing to the already high cost of living and building in the county.

It appears we are on a trajectory where regulations and financial demands are continuously expanding, creating an environment where the fundamental freedom to afford and create a home in our county is being eroded. Our collective voice holds significance, and I urge you to thoroughly evaluate the combined effect of these policies on the affordability and viability of residing in Gunnison County.

Thank you for your consideration of these vital matters.

Sincerely, - Terren Judson

From: Randy Swift <[randyswift55@gmail.com](mailto:randyswift55@gmail.com)>  
Sent: Sunday, June 1, 2025 8:19 AM  
To: BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>  
Subject: Building fee increases?

[EXTERNAL SENDER - USE CAUTION]

Dear Commissioners,

Thank you for stepping back your decision on building fee increases to allow for additional comments. I am a retired builder/ designer and I have been shocked and dismayed about the extreme escalation of building costs. I agree that the wealthy people don't really care about permit increases and they can certainly afford them! It's the working people trying to make a living here that I don't want to see any cost increases. I don't think the "one size fits all" fee is appropriate. Since working folk tend to build smaller homes, they should pay the least per sf cost. Perhaps a sliding scale would be appropriate, for example, 2000 sf and below smallest fee, 2000 - 3000 sf mid fee, 3000sf and above the max fee. This method could potentially keep homes a little smaller which I could definitely get behind!

Thank you for your consideration,  
Randy Swift

**From:** Spencer Jordan <[spencerjordanconsulted@gmail.com](mailto:spencerjordanconsulted@gmail.com)>  
**Sent:** Monday, June 2, 2025 5:21 PM  
**To:** BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>  
**Subject:** Proposed New Building Permit Fee

[EXTERNAL SENDER - USE CAUTION]

**To the Gunnison County Board of Commissioners,**

My name is Spencer Jordan, a full-time resident and real estate broker in Crested Butte. I'm writing to express my strong opposition to the proposed 1% building fee on new construction projects in Gunnison County.

As someone who has a dream of building a home in this community, I find the increasing costs associated with construction to be a significant barrier. The existing fees are already substantial. For instance:

- **Plan Review Fees:** Residential projects are subject to a plan review fee of 30% of the building permit fee.
- **Application Fees:** A non-refundable application fee of \$250 is required at the time of application submittal.
- **Additional Reviews:** "If an independent plan review is required, the actual cost of such review, along with administrative costs assessed at a rate of \$75.00 per hour, will be charged."

These fees, combined with the high cost of materials and labor, make building a home increasingly unaffordable for local residents like myself. The proposed 1% building fee would only exacerbate this issue, effectively pricing out those of us who are deeply invested in this community.

I urge you to consider the long-term impact of this fee on the local population. Policies that support local homeownership are essential to maintaining the character and vitality of Gunnison County. Implementing additional fees will only serve to widen the gap between those who can afford to build and those who cannot, leading to a community that is increasingly inaccessible to its own residents.

Thank you for your time and consideration.

Respectfully,

**Spencer Jordan**  
Gunnison County Resident

From: Mark Bennett <[marksbennett2@gmail.com](mailto:marksbennett2@gmail.com)>  
Sent: Monday, June 2, 2025 5:18 PM  
To: BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>  
Subject: Permit fees

[EXTERNAL SENDER - USE CAUTION]

Commissioners,

Higher building permit fees? Really? Are you trying to kill construction and growth around here. Between codes and the "everything you can charge" fees, ya'll are going to make it impossible for people to build around here. This is getting ridiculous. When will the increases stop. You're going to kill jobs around here if you keep it up. How about you tighten up our local government spending. Have more accountability and less careless spending. Stop raising taxes and fees! Enough is enough. It's gonna become impossible to live here unless you're an elitist. Is that what this valley is going to become because Vail bought the resort? I moved here 32 years ago and never thought I would see our local government get to this point of monetarily punishing people to build their dreams. Just stop with the increases please. Its exhausting.

Best regards,

Mark Bennett

Thank you!

Sent from my iPhone

**From:** Ben Somrak <[ben@somrak.net](mailto:ben@somrak.net)>  
**Sent:** Monday, June 2, 2025 3:41 PM  
**To:** BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>  
**Subject:** Somrak Comments Regarding Higher Fees

[EXTERNAL SENDER - USE CAUTION]

To the Gunnison County Commissioners- Thank you for allowing the extended timeframe for public comment. Attached, my comments/thoughts on the highway robbery that is happening right in front of our eyes.

Thanks again for your consideration and professionalism. Again, this attachment is just some quick thoughts.... Please roll back the regulations and energy codes, the wui codes, the ever-increasing fees, and all the things that only continue to intensify the difficulties of making it here.

Thanks,  
Ben Somrak

*Benjamin J. Somrak*

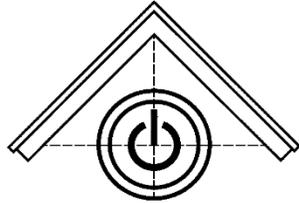
President and Founder

Somrak Concept + Structure, Inc.

[www.somrak.net](http://www.somrak.net) – 970-275-2849

390 Lake Ridge Drive Crested Butte, CO 81224

Proudly Pledged to never use AI – Currently Using the Original AI – Actual Intelligence!”



Somrak Concept + Structure

## Somrak Concept + Structure, Inc.

390 Lake Ridge Drive - P.O. Box 394

Crested Butte, Colorado 81224

www.somrak.net - 970.275.2849

Starting off with some facts...

390 Lake Ridge Drive BP 4/1/18: \$7,809 (our house)

67 Trent Jones Way BP 7/15/2020: \$14,259 (which was appx. twice the value of Fairway)

Then they started implementing “penalizing” the the cost of the project and taking cream off that.... It’s not the departments responsibility to know what a project costs.

Fairway BP 2/24/25: \$26,862.94 (appx. half the value of 67 Trent Jones Way) a 88.3% increase in price from the 67 Trent Jones Way BP.

4/10/24: 148 Pyramid BP Fee: \$39,236 same value as 67 Trent Jones Way... see the trend here?

The unnecessary Public Works Access Permit application was just raised from a \$250 fee to a \$750 fee (tripled)

Fire Department review fee was just jacked from \$388.79 to 10,888.79 on projects exceeding 5,000 square feet. THIS IS NOT A JOKE. In one fell swoop they raised rates from the \$388.79 (impact fee) to \$2,520 up to 3,600 square feet, \$5,250 up to 5,000 square feet, and \$10,500 over 5,001 square feet! And this was done AFTER the largest fleecing of taxpayers in our valley’s history and they got their 5<sup>th</sup> fire station.

This is not even touching on the following absolute daggers they have implemented to projects that I’ll now discuss. The 2021 IECC is long past the law of diminishing returns and has added 25% or more to insulation bills without any returns that will pay themselves back in efficiency. And all that extra foam!

The new fire suppression code has added anywhere from 4-8% to a project’s cost if not more. Now every house over 3,600 square feet including garage MUST have a fire suppression system.

Electric ready is killing us, and might be the stupidest thing to date. Now almost every house is without a doubt going to be a 400 amp service, and a lot of them are coming 600 amps if not

more. A 600 amp service is appx. \$16-20k more than a 400 amp service, which is more than double the costs of a 200 amp service... not including the extra costs per month through GCEA for "large service" rates. All for what?!?! We think we're the ones saving the Earth? Have you seen Tokyo or NYC from the air? All the planes currently in the sky? Sad to admit, but we have zero impact whatsoever.

And lest we forget the WUI codes that they have implemented upon us. Go ahead and double the price of your siding package. Why is it their responsibility to ensure our houses are fire proof. And who in the hell mapped everything as high wildfire risk? Buckhorn high fire risk??? You do know insurance companies see these exaggerations of your mapping. What a joke. Mind your business!

Typical government, they think we all want to build crappy, leaky, tinder boxes of houses. Like without them we would just build junk. Such a cop mentality. We would be just fine without all your oversight, we all want our houses to be nice, clean, and efficient, even more than you do! After all, we are the ones paying the bills AND voting you into office. Keep that in mind next time you want to continue pressing your foot into the neck of the working class further around here.

Now you want to add more costs, and we are SICK of this. Cut the crap. You have failed your constituents and have make it even harder to live here. And look at the property taxes on top of everything else!

If you can't see what your commissioners and local government are doing to you... you're blind or ignorant to the facts. Stop this madness. Stop the greed. We all know you're eyeing up new developments coming down the pipeline and licking your lips. Remember, the staff works regardless of submittals (on taxpayer provided salaries), so why the double taxation of charging so much for reviews? Once people wake up to what you have been silently sneaking in, your time is up and we'll turn back some clocks to a time when everything worked just fine and gave the little person a chance here. And that is who I am speaking up for. My client level is fine. It's not them I am worried about. It's the people who live here and who cast the votes and lest you forget that.

THANK YOU

**From:** R. MAN <[coloradoxpro@gmail.com](mailto:coloradoxpro@gmail.com)>  
**Sent:** Tuesday, June 3, 2025 4:51 PM  
**To:** BOCC <[BOCC@gunnisoncounty.org](mailto:BOCC@gunnisoncounty.org)>  
**Subject:** fees

[EXTERNAL SENDER - USE CAUTION]

This is a brief email concerning a few subjects one of them would be building codes and the fees associated with those.

I'm against any increase in fees as I own numerous properties or a few properties in Gunnison county. The reason for this is, government now is taking so much and offering so little to the common Man, it's gotten out of control in general as I'm sure you know. Please just take a look at the payroll that's on Gunnison right now, that doesn't include any of the debt that's coming due as well as the pensions. All of this takes up back seat to a small item like building fees, where in you all want to charge for every minute then an inspector's out there, there's way easier ways to do this and you don't need to adopt the newest codes every year to make it harder and harder for someone to build a house. In fact I would say at the point you have it now it's really impossible for people to build houses yet you still consider fee increases? So I'm against this fee increase obviously, I think it's sacrilege that you even consider it.

The next item I'd like to comment about would be government subsidized housing projects that you're currently building, there is no long-term information concerning the loans you've taken out, how things are going to be repaid if there's a problem, and how much is actually going to be paid at the end of the day based on projections of interest rates. I didn't go to any of the public meetings or if there was any I don't know cuz I try to stay out of this process completely but it's obvious that it's out of control as well, especially when you have third party contractors saying they can do it for half the cost and no one seems to explore that. So it seem to me that there's some sort of corruption going on with the county commissioners as always. I can't prove this but that would probably be the case if you didn't put it out to competitive bid. Of course I'm against subsidized government housing in general, what should have happened was you should have subsidized the ability for people to build cheap houses on a cheap lot.

Next time I left would be the school board issues and the fact that they have the same issues with bonds that aren't being revealed to the public, the same with the bonds related to housing projects. these bonds related to the school districts and to the fire districts are complete fraud, and will end up bankrupting the county at some point along with probably most of the population that lives here based on the fact that they won't be able to live here.

So I would like to congratulate the board of county commissioners on basically bankrupting future generations and then attempting to raise the fees on what will be a

bankrupt generation based on irresponsible and uninformed actions of what a county commission decisions are based on.

**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;
3. *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.";
4. *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**

---

**Laura Puckett-Daniels, Chairperson**

---

**Jonathan Houck, Commissioner**

---

**Elizabeth Smith, Commissioner**

**ATTEST:**

---

**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 memos dated March 14, 2025 and May 22, 2025, both 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**

---

**Laura Puckett-Daniels, Chairperson**

---

**Jonathan Houck, Commissioner**

---

**Elizabeth Smith, Commissioner**

**ATTEST:**

---

**Gunnison County Clerk**

**ATTACHMENT A**  
**Gunnison County Building Permit Fees**

0.9% 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.

0.7% flat fee (based on valuation, includes plan review) for permits that utilize model home plans provided by Gunnison County.

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.

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES**  
**Meeting Agenda for June 17, 2025**  
**County Commissioners' Meeting Room**  
**200 E. Virginia Avenue; Gunnison, CO 81230**  
**(REMOTE OPTION BELOW)**

11:00 am

- Call to Order; Agenda Review
  
- Minutes Approval
  1. April 15, 2025
  
- Consent Agenda:
  1. Contract Extension; 22-171376; Hinsdale County; 8/30/2025
  2. Memorandum of Understanding; Colorado Department of Human Services; Hinsdale County; Annual Reaffirmation; 7/1/2025 to 6/30/2026
  
- Program Updates:
  1. Economic Security
  
- Next Meeting: August 19, 2025

11:30 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <https://www.gunnisoncounty.org/640/Gunnison-Hinsdale-Board-of-Human-Service> prior to the meeting.

**ZOOM MEETING DETAILS:**

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

One tap mobile

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

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

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

---

**Agenda Item:** DRAFT HS Minutes; 4/15/2025

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT HS Minutes; 4/15/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/17/2025

---

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES  
MEETING MINUTES  
April 15, 2025**

The April 15, 2025 meeting of the Gunnison/Hinsdale Board of Human Services 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  
Liz Smith, Commissioner  
Jonathan Houck, Commissioner  
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,  
Human & Safety Services  
John Cattles, Assistant County Manager for Operations  
and Sustainability  
Holly Perry, Clerk to the Board  
Other Persons Present as Listed in Text

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 10:12 am.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the meeting minutes as presented. Motion carried unanimously.

1. February 18, 2025

**BOARD OF HUMAN SERVICES CHAIR DISCUSSION/DECISION**

Commissioner Houck relayed that historically the Chair of the Board of County Commissioners is the Chair of the Gunnison/Hinsdale Board of Human Services Board as well. Commissioner Levine supports the Chair designation being whoever is Chair of the Board of County Commissioners. **Moved** by Commissioner Smith, seconded by Commissioner Levine to nominate Laura Puckett Daniels as the Chair Gunnison County Board of County Commissioners to also be the Chair of the Board of Human Services. Motion carried unanimously.

**APPROVE MONTHLY FINANCIAL REPORTS** Senior Operations Accountant Lupita Halligan was present for discussion.

SOA Halligan relayed the first page is a summary of Gunnison and Hinsdale expenses in comparison to the final budgeted expenses and she included what the County pays versus what the Federal and State pay. SOA Halligan then explained what each expenditure includes and that any revenue that is over is deferred for the next year. SOA Halligan highlighted which programs were over or under budget and if there were any possible changes for 2025 as well as any anomalies. Commissioner Levine asked for clarification on what Random Moment (RMS) Expenses are. ACM Reynolds clarified that random Health and Human Services employees are telephonic surveyed based on work they are currently doing and the State takes the funding and allocates the funds based on that survey. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the year end financials for the Board of Human Services. Motion carried unanimously.

**LEGISLATIVE UPDATES:**

1. Long Bill – ACM Reynolds relayed the Long Bill has made it through both Chambers. She noted there were no cuts to child welfare and they carved out Medicaid as well as including the supplemental that will add \$25 Million for childcare assistance.
2. Retail Food Establishment – ACM Reynolds explained the inspection fees haven't been increased since 2015, but there was good discussion around the support it provides for the Counties to be able to do those inspections. However, there was a push from the industry that Counties should use their General Funds to support the expenses for restaurant inspections. ACM Reynolds explained this is a triennial review and they did an increase that is over three years with the Consumer Price Index (CPI) being built into it.
3. Placement Transition Plans – ACM Reynolds stated this is to have explicit plans for children being moved from one placement to another and those plans are to be in writing and reviewed with the placement site. The concerns are this could add another layer of work to delay the prioritization of the child's safety and best placement as well as having to report to current foster the next placement of child which can also affect the child's safety. Colorado Counties, Inc. Steering Committees (CCI) is in an amend position.
4. Juvenile Detention Bed Cap – ACM Reynolds noted this has some contention from the administration and the State departments are not in support of increasing the bed cap. CCI is in support.
5. Medicaid Update – ACM Reynolds stated there was a carve out for child welfare and CCI has moved to a position of support.
6. Social Security Benefits – ACM Reynolds conveyed that in the past, youth in foster care could get social security benefits to support them in their current placement and this bill would disallow it. CCI is opposing.

7. Joint Budget Committee – ACM Reynolds noted there was an increase for some County Administration including Supplemental Nutrition Assistance Program (SNAP), Colorado benefit management system (CBMS) and best practice implementation.

Commissioner Puckett Daniels brought up disease prevention and if it impacted the budget. ACM Reynolds confirmed it has, but it did not require staff reallocation.

**NEXT MEETING:** The next meeting was scheduled for June 17, 2025.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 10:57 am

Minutes Prepared By:

---

Holly Perry, Clerk to the Board

Minutes Approved (insert date):

---

Laura Puckett Daniels, Chairperson

DRAFT

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

**Agenda Item:** Contract Extension; 22-171376; Hinsdale County; 8/

**Action Requested:** Discussion

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Department is hereby unilaterally extending the above referenced Contract for up to two months (August 30, 2025) under

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:  
Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 6/17/2025



**COLORADO**  
Department of Health Care  
Policy & Financing

Hinsdale County  
Board of County Commissioners  
Attn: Joni Reynolds, Director, Health & Human Services  
220 N Spruce St  
Gunnison, CO 81230

Re: Hinsdale County, Contract Routing Number 22-171376

Dear Director,

In accordance with Section 2, Term and Effective Date, Subsection D, End of Term Extension, of the above referenced Contract, the Department desires to continue the Contractor's services while an extension amendment is completed. This extension amendment will not be fully executed by the end of the Contract performance period on June 30, 2025. Therefore, the Department is hereby unilaterally extending the above referenced Contract for up to two months (August 30, 2025) under the same terms and conditions as the above referenced Contract and Exhibit B, Rates.

If you have any questions or concerns, please contact me at [nancykay.clark@state.co.us](mailto:nancykay.clark@state.co.us).

Sincerely,

A handwritten signature in black ink that reads "Nancy Kay Clark".

Nancy Kay Clark  
Procurement Specialist



# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

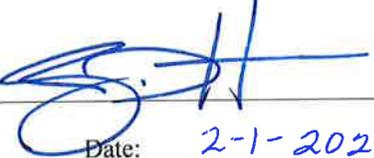
## COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Number</b> 22-171376
<b>Contractor</b> Hinsdale County	<b>Contract Performance Beginning Date</b> The Effective Date
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2022          Total for All State Fiscal Years	<b>Initial Contract Expiration Date</b> June 30, 2022
	<b>Contract Authority</b> Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i> and insert other specific statutory authority or delete this entirely if no other specific authority exists
	\$6,072.29
	\$6,072.29
<b>Contract Purpose</b> The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work</li> <li>2. Exhibit B – Rates</li> <li>3. Exhibit C – Sample Option Letter</li> <li>4. Exhibit D: Review Sample Size Exemption Process Flow</li> </ol> In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. Exhibit A, HIPAA Business Associates Addendum.</li> <li>2. Exhibit G, Federal Provisions</li> <li>3. Colorado Special Provisions in §18 of the main body of this Contract.</li> <li>4. The provisions of the other sections of the main body of this Contract.</li> <li>5. Exhibit A, Statement of Work.</li> <li>6. Exhibit B, Rates.</li> <li>7. Exhibit C, Sample Option Letter.</li> </ol>	
<b>Principal Representatives</b>	
For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us	For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;"><b>County</b> Jonathan Houck, Commissioner, <i>Gunnison County</i> <del>Hinsdale County</del></p> <p><i>Chair, Gunnison-Hinsdale Board of Human Services</i></p> <p>By: </p> <p>Date: <u>2-1-2022</u></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> <p>By: _____</p> <p>Date: _____</p>
	<p style="text-align: center;"><b>LEGAL REVIEW</b> Phil Weiser, Attorney General</p> <p>By: _____ <u>N/A</u> _____</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p style="text-align: center;">Effective Date: _____</p>	

## TABLE OF CONTENTS

1.	PARTIES .....	2
2.	TERM AND EFFECTIVE DATE.....	2
3.	DEFINITIONS .....	3
4.	STATEMENT OF WORK .....	6
5.	PAYMENTS TO CONTRACTOR .....	6
6.	REPORTING - NOTIFICATION .....	7
7.	CONTRACTOR RECORDS.....	7
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	8
9.	CONFLICTS OF INTEREST.....	10
10.	INSURANCE .....	10
11.	BREACH OF CONTRACT .....	12
12.	REMEDIES .....	12
13.	DISPUTE RESOLUTION.....	14
14.	NOTICES AND REPRESENTATIVES .....	15
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	15
16.	GENERAL PROVISIONS .....	16
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	19
	EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	EXHIBIT B, STATEMENT OF WORK.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	EXHIBIT C, RATES .....	1
	EXHIBIT D, TERMINOLOGY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	EXHIBIT E, CONTRACTOR’S ADMINISTRATIVE REQUIREMENTS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	EXHIBIT F, SAMPLE OPTION LETTER.....	1
	EXHIBIT G, FEDERAL PROVISIONS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## 1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”) and Contractor named on the Cover Page for this Contract (the “Contractor”). 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 the Sample Option Letter attached to this contract. 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 this Contract.

### E. Early Termination in the Public Interest

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

governed by §12.

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, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor that 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 other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.
- D. "**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.
- E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. "**Contractor Pre-Existing Material**" means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. “**Colorado Open Records Act (CORA)**” means C.R.S. §24-72-200.1, *et. seq.*
- H. “**Criminal Justice Information (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 C.R.S. §24-72-302.
- 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 Cover 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 Cover Page for this Contract.
- J. “**End of Term Extension**” means the time period defined in §2.D
- K. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. “**Extension Term**” means the time period defined in §2.C
- M. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in 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.
- O. “**Initial Term**” means the time period defined in §2.B
- P. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- Q. “**Payment Card Information (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.
- R. “**Personal Health Information (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.

- S. **“Personally Identifiable Information (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 C.R.S. §24-72-501.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- W. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work

Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

#### **4. STATEMENT OF WORK**

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

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon 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 the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that 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 B, Statement of Work and Exhibit C, Rates.
- 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 of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45<sup>th</sup> day at the rate of one percent per month, as required by C.R.S. §24-30-202(24)(a), 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.

## 6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than 3 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 5 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 of this Contract.

## 7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

Contractor shall permit the State 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 CJ, 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 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's 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 1 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 7 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 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 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 7 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 7 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 noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §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 Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505

(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 on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Sheet of 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 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 a work 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. 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 **§16.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. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

L. 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.

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.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.

P. 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.

Q. CORA Disclosure

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

R. 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.

S. 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.

T. **Additional Provisions**

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

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

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

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

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. C.R.S. §24-30-202(5.5)**

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 Parties, 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 Party's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable

to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

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





**EXHIBIT C, RATES**

SFY 2021-22 Incentives Payment Table

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>PAYMENT AMOUNT</b>
Accuracy Performance Incentive Payment	35%	\$2,125.30
Performance Compliance Performance Incentive Payment	25%	\$1,518.07
Continuous Coverage Performance Incentive Payment	20%	\$1,214.46
Cyber Security Performance Incentive Payment	20%	\$1,214.46
<b>Total</b>		\$6,072.29

## EXHIBIT F, SAMPLE OPTION LETTER

### OPTION LETTER

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

#### 1. Options

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

- a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p>  <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p>  <p>Option Effective Date: _____</p>
--	---



## EXHIBIT A, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
  - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
  - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
  - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
  - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
  - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.281. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.282. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
  - 3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
  - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
  - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
    - 4.2.1.1. Accuracy Targets
      - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
        - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
      - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
        - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

- 4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
  - i. Inaccurate Eligibility Rate and/or,
  - ii. Errors that do not impact Eligibility.
  
- 4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:
  - 4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.
  - 4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.
- 4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.
- 4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.
- 4.2.1.5.4 Review Sample Size Exemption Process
  - 4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.
  - 4.2.1.5.4.2 Definition of Similar Error(s)
    - 4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.
  - 4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
    - 4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
      - 4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
      - 4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

- 4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
- 4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
- 4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.
- 4.2.1.5.5 Notification of Review Sample Size Exemption
- 4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.
- 4215521 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.
- 4215522 The Contractor shall submit any additional documentation requested for the exemption process to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us) within ten (10) business days from the day of notification.
- 4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.
- 4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.
- 4.3 Performance Compliance Performance Incentive Standard
- 4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
- 4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

- 4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.
- 4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.2 Department Monitoring of MAP Dashboards
  - 4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.
- 4.3.3 Contractor Monitoring of MAP Dashboards
  - 4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
  - 4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.
  - 4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).
  - 4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
  - 4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
    - 4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
    - 4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
      - 4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
        - 4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.
          - 4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.
        - 4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

- 4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.
- 4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.
- 4.4 Cyber Security Performance Incentive Standard
  - 4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the [County Administration](#) website.
  - 4.4.2 Fiscal Year Deliverable
    - 4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.
    - 4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.
  - 4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.5 Continuous Coverage Performance Incentive Standard
  - 4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.
    - 4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency
      - 4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.
      - 4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

- 45.1.21 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.22 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.
- 4.5.1.3 Members who require a review of eligibility
  - 45.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.
    - 4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.
- 4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks
  - 45.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
  - 45.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
  - 45.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.
  - 45.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.
- 4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

## 5 SEMI-ANNUAL REPORTING

- 5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

- 5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
- 5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.2 DUE DATE: Annually, on July 5<sup>th</sup> of the following Fiscal Year

## **6 EXEMPTIONS**

### **6.1 Exemptions for the Accuracy Performance Incentive Standard**

- 6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.
- 6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.
  - 6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
    - 6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.
  - 6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
    - 6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
  - 6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

### **6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.**

- 6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.
  - 6.2.1.1 Performance Compliance Performance Incentive Standard
  - 6.2.1.2 Cyber Security Performance Incentive Standard
  - 6.2.1.3 Continuous Coverage Performance Incentive Standard
- 6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

## **7 NOTIFICATIONS**

- 7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

- 7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
- 7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
  - 7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

## **8 DISPUTE RESOLUTION**

- 8.1 Opportunity and Timeframe for Dispute Resolution
  - 8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
  - 8.1.2 The final Status Report cannot be disputed per section 7.2.
    - 8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2 Allowable Disputes
  - 8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
  - 8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3 Nonallowable Disputes
  - 8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9 COMPENSATION**

### **9.1 Compensation**

#### **9.1.1 Performance Incentive Payment**

- 9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

- 9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2 Remaining Funds Incentive Pool Payment
  - 9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.
    - 9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:
      - 9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
      - 9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
        - 9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
    - 9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
  - 9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:
    - 9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
    - 9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
    - 9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2 Payment Procedures
  - 9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 922 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 923 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 924 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 925 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.



**Exhibit C, Sample Option Letter**

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

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

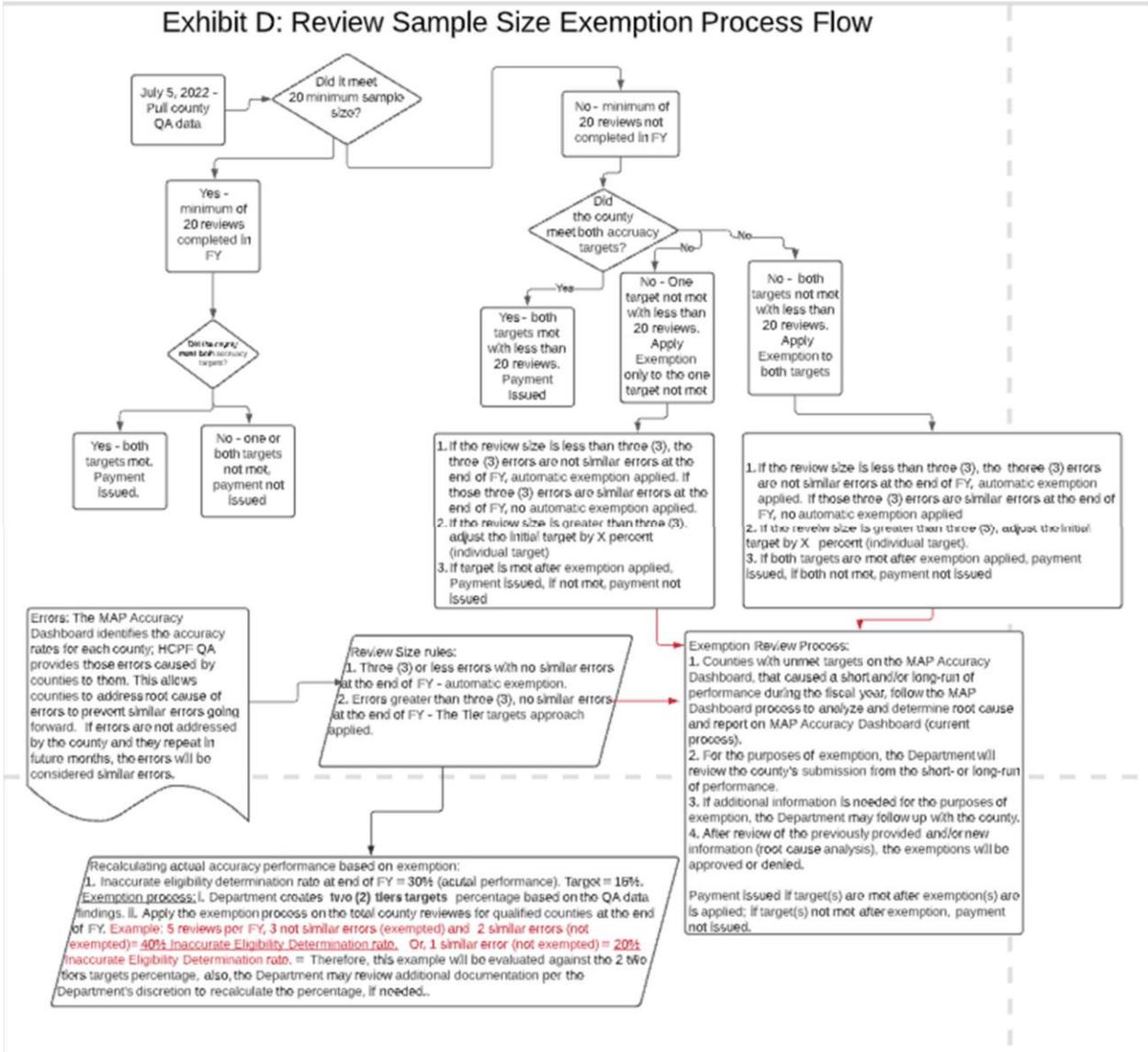
- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 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:**

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

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>_____ By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p align="center">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 align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Option Effective Date: _____</p>
--	---

### Exhibit D: Review Sample Size Exemption Process Flow



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

**Agenda Item:** Memorandum of Understanding; Colorado Department o

**Action Requested:** Discussion

**Parties to the Agreement:** The State of Colorado Department of Human Services & Board of County Commissioners- Hinsdale County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This Memorandum of Understanding (MOU) is made this 1st day of July 2025 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Hinsdale County, Colorado. CDHS is the sole state agency

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/2/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/2/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/17/2025



## **MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION**

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

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July 2025 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Hinsdale/Gunnison County, Colorado (the “County”).

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

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

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

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

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

**1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

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

**2) TERM**



a) The term of this MOU will be from July 1, 2025, through June 30, 2026. This MOU shall be reaffirmed annually through an amendment signed by both parties.

### **3) REQUIRED DUTIES OF THE COUNTY**

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.

d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2-712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.



- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

#### **4) OPTIONAL OUTCOME MEASURES**

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the



baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

## 5) DUTIES OF CDHS

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

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



- d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
  
- e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
  
- f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.
  
- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
  
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
  
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
  
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

**6) JOINT STATE AND COUNTY DUTIES**

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.



- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

## **7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

## **8) SANCTIONS**

- a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
  - 1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
  - 2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;



- b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c) The county will not be sanctioned or required to follow a remediation plan if:
  - 1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
  - 2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

**9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS**

- a) The process for a sanction or remediation plan against the County by CDHS will be as follows:
  - 1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
  - 2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty



(60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.

3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.

b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

#### **10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

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

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

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

**11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

**12) SEVERABILITY**

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

**13) INTEGRATION OF UNDERSTANDING**

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

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

**14) NO THIRD-PARTY BENEFICIARY**

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



services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

## **15) DISPUTE RESOLUTION**

a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).

b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;

i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

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



**COLORADO**  
Department of Human Services

---

Minna Castillo, Deputy Executive Director, Community Partnerships, State of Colorado  
Department of Human Services

COUNTY OF \_\_\_\_\_ COLORADO, by and through the  
GUNNISON/HINSDALE BOARD OF HUMAN SERVICES

---

Chairman

ATTEST:

---

County Clerk to the Board

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

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

**Agenda Item:** Economic Security

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:** N/A

**Term Ends:**

**Grant Contract #:** N/A

**Summary:**

Update on Gunnison and Hinsdale Public Assistance programs

**Fiscal Impact:** N/A

**Submitted by:** Brian Gage

**Submitter's Email Address:** brian.gage@state.co.us

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 6/17/2025



## Economic Security Services

- **Medical Assistance Update**

- We approved 136 Medicaid cases for Cover All Coloradans in January 2025. This was accomplished through our Multicultural Resource Team helping Spanish speaking non-citizens fill out applications who were not previously eligible for Medicaid prior to the new Cover All Coloradans Medical Assistance program that started in January.
- The Multicultural Resource Team also had another busy Open Enrollment for OminiSalud. They worked with our Spanish speaking community who didn't qualify for Medicaid to help enroll them in the OminiSalud medical insurance program for undocumented Coloradans.
- We're currently receiving assistance from the state's Overflow Processing Center with Medical Assistance applications and renewals. This is a 6-month agreement that is allowing us to focus on other programmatic and staffing needs.
- See Gunnison and Hinsdale Fact Sheet below.

- **SNAP Update**

- It feels like we're getting some seasonality back to our work flow. During COVID we stayed busy year round and did not see a decrease in work during the summer, like we were used to before COVID.
- See SNAP issuance chart below.

- **Economic Security Services Team Updates**

- Distinguished Performance Awards for Gunnison and Hinsdale.
- Evan Halligan resigned at the end of January 2025. Evan was a Lead Eligibility Technician who was with us for over 4 years.
- We increased our Spanish speaking capacity by hiring Carlos Altamirano in March. We're excited to add his proficiency in English, Spanish and intermediate level Cora to the team.
- We also Hired Brenda Perez Olmedo in March at 20 hours a week. She is also proficient in English and Spanish. This also increased the size of our team by .5 FTE.
- Ray was able to increase her half time position to full time for the summer until she returns to school in August.



## Gunnison County Fact Sheet Fiscal Year 2024

**\$21,057,354**

Total Health First Colorado  
expenditure

**18.18%**

of the county population is  
enrolled in Health First  
Colorado

**3,166**

Average number of Health  
First Colorado members  
enrolled per month

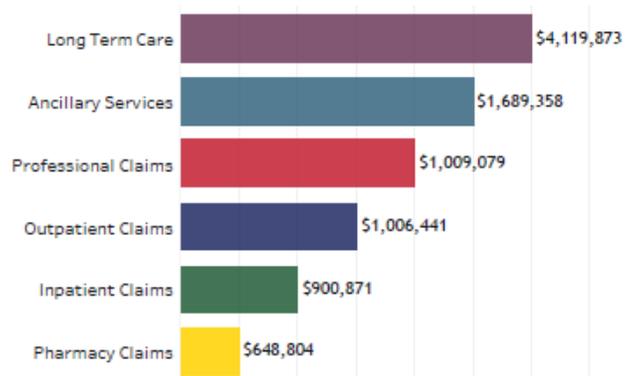
**1,390**

of these members were  
Affordable Care Act (ACA)  
Expansion Adults & Parents

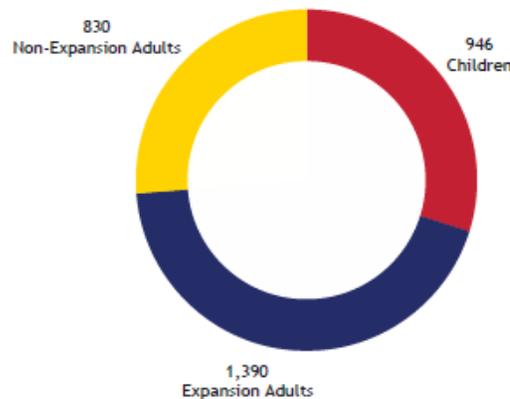
**236**

Average number of Child  
Health Plan Plus (CHP +)  
members enrolled per  
month

### Health First Colorado Claim Types\*



### Health First Colorado Population



Enrollment and expenditure data is from Colorado Interchange for Fiscal Year 2024 (7/1/23-6/30/24).

County population data is from Colorado Department of Local Affairs <https://demography.dola.colorado.gov/>

Member counts may be hidden to protect Personal Health Information (PHI).

\*Capitation payments are not included in the Claim Types expenditure breakout.

Health First Colorado expenditures do not include CHP+, supplemental payments, or drug rebates.

## Hinsdale County Fact Sheet Fiscal Year 2024

**\$903,793**

Total Health First Colorado  
expenditure

**20.13%**

of the county population is  
enrolled in Health First  
Colorado

**155**

Average number of Health  
First Colorado members  
enrolled per month

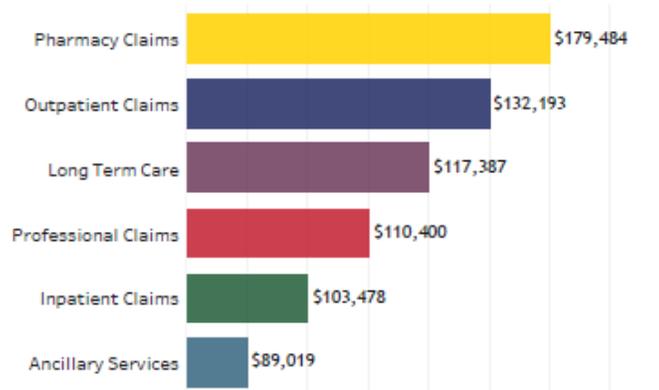
**63**

of these members were  
Affordable Care Act (ACA)  
Expansion Adults & Parents

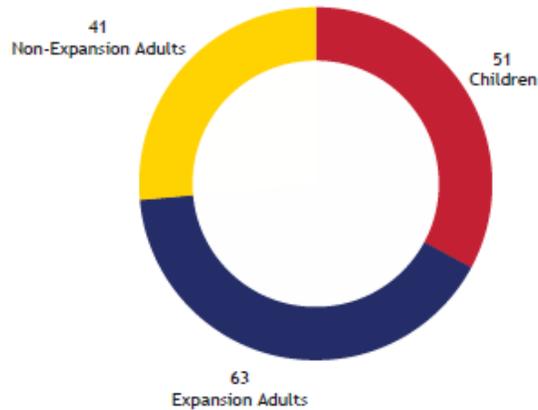
**\*n/a**

Average number of Child  
Health Plan Plus (CHP +)  
members enrolled per  
month

### Health First Colorado Claim Types\*



### Health First Colorado Population



Enrollment and expenditure data is from Colorado Interchange for Fiscal Year 2024 (7/1/23-6/30/24).

County population data is from Colorado Department of Local Affairs <https://demography.dola.colorado.gov/>  
Member counts may be hidden to protect Personal Health Information (PHI).

\*Capitation payments are not included in the Claim Types expenditure breakout.

Health First Colorado expenditures do not include CHP+, supplemental payments, or drug rebates.

## SNAP Issuances

<b>County</b>	<b>May 2025 Issuance Amount</b>	<b>Case Count</b>	<b>Client Count</b>
GUNNISON	\$224,431.00	712	1,114
HINSDALE	\$6,614.00	19	30

<b>County</b>	<b>June 2024 Issuance Amount</b>	<b>Case Count</b>	<b>Client Count</b>
GUNNISON	\$200,934.00	668	1,069
HINSDALE	\$2,715.00	11	12

<b>County</b>	<b>2019 Calendar Year - Average Monthly Issuance Amount</b>	<b>Case Count</b>	<b>Client Count</b>
GUNNISON	\$109,593.33	504	877
HINSDALE	\$1,387.75	9	14

<https://cdhs.colorado.gov/snap-data>

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

**Agenda Item:** Board of Health Member Colorado Department of Publ

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Board of Health presentation

**Fiscal Impact:**

**Submitted by:** Joni Reynolds

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 6/17/2025

# State Statute

Colorado Revised State Statute § 25-1-508 includes a requirement that all local board of health members complete annual training courses from the Colorado Department of Public Health and Environment (CDPHE).



**COLORADO**

**Office of Public Health Practice,  
Planning, & Local Partnerships**

Department of Public Health & Environment

# Colorado Core Public Health Services & Capabilities

# Colorado Foundational Public Health Services

Maternal, Child,  
Adolescent  
& Family  
Health



Environmental  
Health



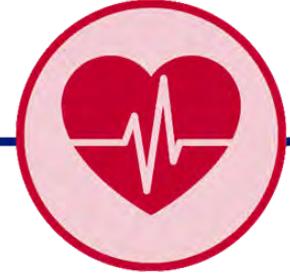
Communicable  
Disease Prevention,  
Investigation &  
Control



Access to &  
Linkage  
with Care



Chronic Disease,  
Injury Prevention &  
Behavioral Health  
Promotion



See  
hand -  
out

Assessment  
& Planning



Communications



Policy  
Development  
& Support



Partnerships



Organizational  
Competencies



Emergency  
Preparedness  
& Response



Health Equity &  
the Social  
Determinants of  
Health



# Colorado Foundational Public Health Capabilities

# NALBOH

National Association of Local Boards of Health

## Roles for Boards of Health

See  
handout



*Adapted from NALBOHS Six Functions of Public Health Governance*

# Defining Oversight

"Assume ultimate responsibility for public health performance in the community by providing necessary leadership and guidance in order to support the public health agency in achieving measurable outcomes." *— NALPOH*



# Health Planning



# Oversight: Types

Community Health Improvement Plan

Strategic Plans (County &/or Agency)

Emergency Operations Plan

Other Plans?

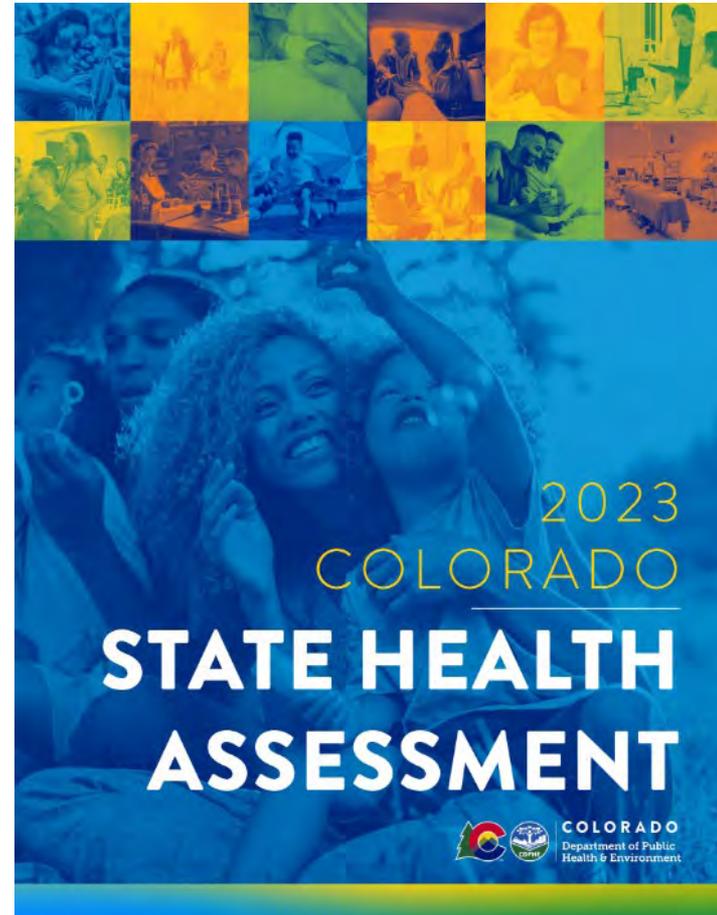
See Your Agency's Plans

# State Health Assessment & Improvement Plan

- Mandated in the 2008 legislation
- Every 5 years
- Community driven process

We will update you when the state Health Improvement Plan is released.

See link on  
agenda



# Types of Boards of Health in Colorado

## Independent

- 5 members or more
- Staggered, 5-year appointments
- Reside in the county
- No business, professional group or governmental entity is a majority.

## County Commissioners

*If*

- Population < 100,000
- No separate board of health previously.

*Then*

- County commissioners may be Board of Health.

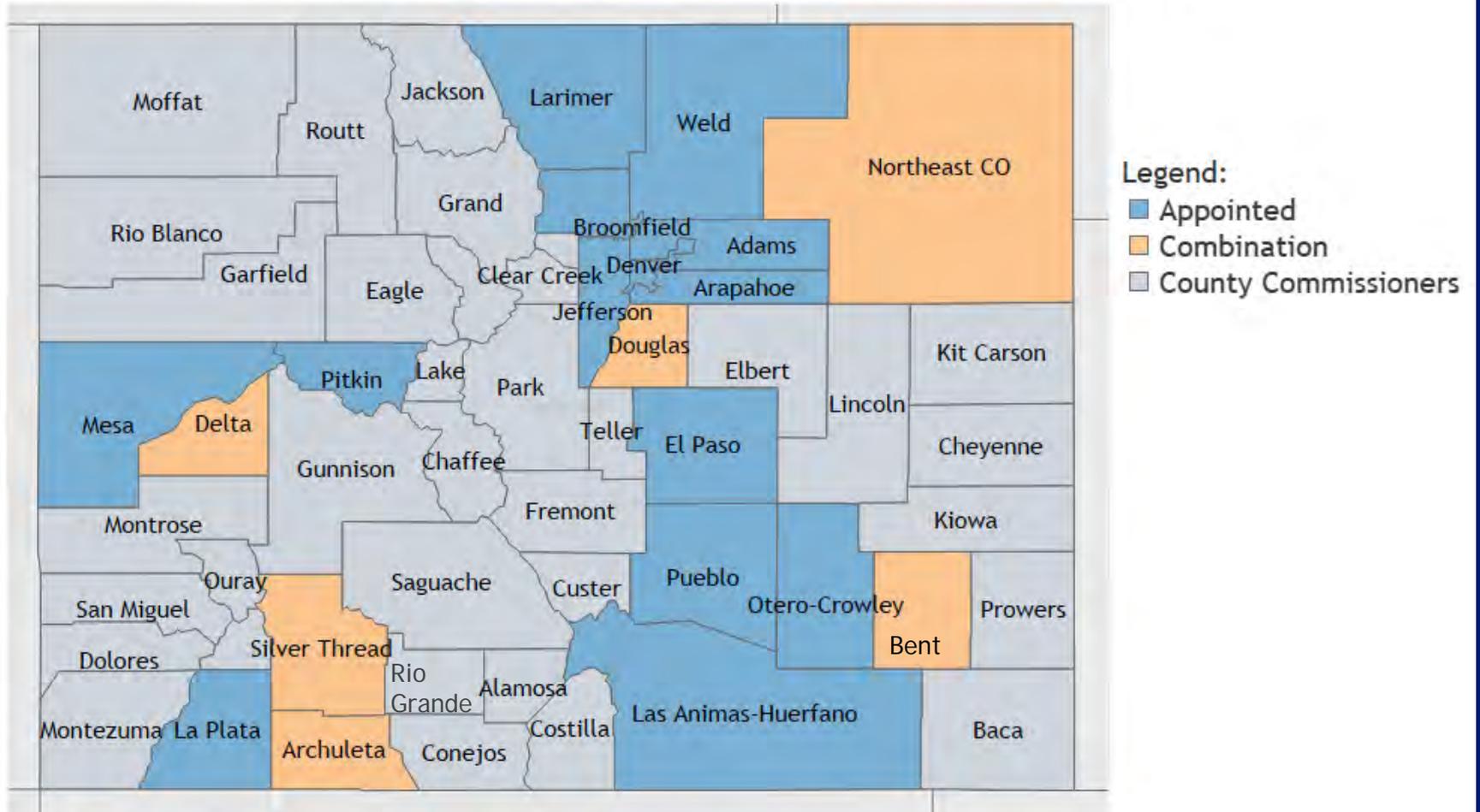
## District Agencies

- Group of counties work together to have a single agency.
- At least one representative from each county.
- Same rules as independent board.



Question: Oversight

# Local Board of Health Member Status (March 2025)



# Emergency Preparedness & Response is a Core Capability



# The Board of Health's Role versus Staff Roles in a Public Health Emergency (PHE)

	<b>Board's Role</b>	<b>Staff/ Partners Role</b>
<b>Preparedness</b>	Funding Planning input & approval Response Readiness Baseline Competency	Detailed planning Practice Response Readiness Advances Competency
<b>Response</b>	Funding Policy response Support public health	Supervising & staffing of response Communications
<b>Recovery</b>	Funding Policy changes	Supervise & Staff response Evaluation(s) of response Consider policy /plan changes

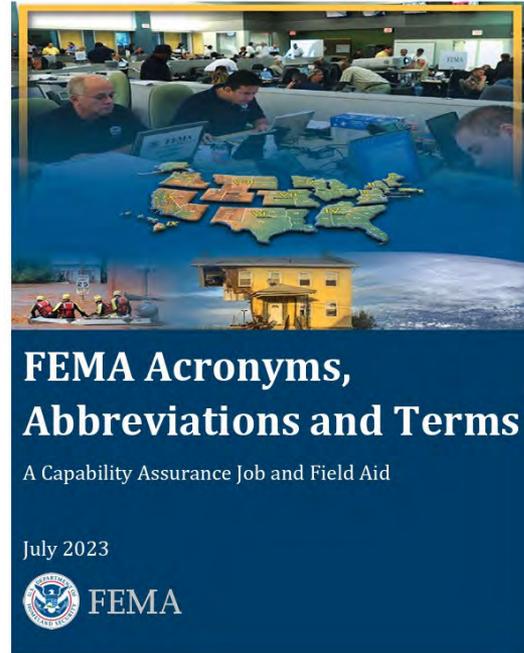
Question:  
Board Role in Emergency Prep/Response

# Acronyms

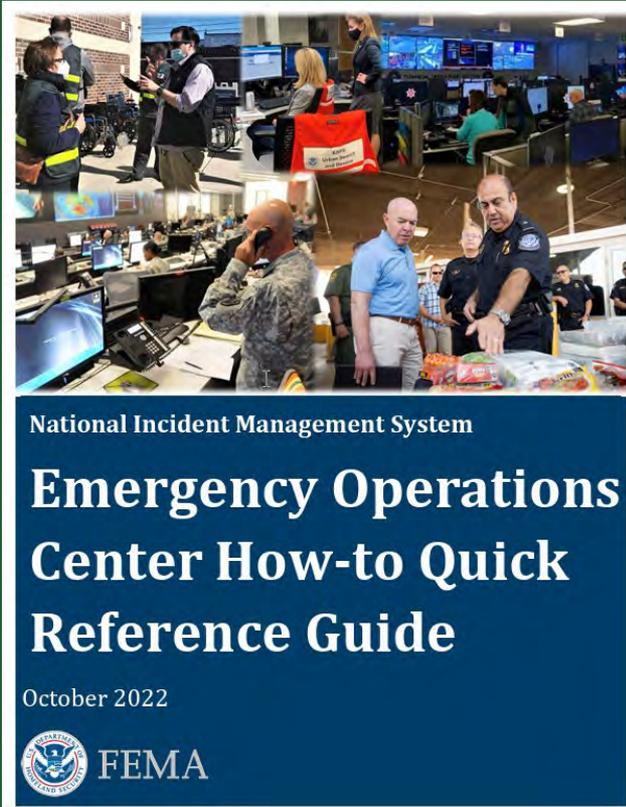
## To know:

- LPHA
- CDPHE
- NIMS
- FEMA
- PHEOP
- OEPR Field Manager
- EOC
- ESF 8

## To be able to find:



# National Incident Management System (NIMS)



- Resource Management
- Command & Coordination
- Communications & Information Management

# FEMA Emergency Support Function 8 (ESF8)



## 15 Emergency Support Functions (ESF)



1. Transportation  
Department of Transportation



2. Communications  
National Communications System



3. Public Works and Engineering  
U.S. Army Corps of Engineers



4. Firefighting  
Department of Agriculture/Forest Service



5. Emergency Management  
Federal Emergency Management Agency



6. Mass Care, Housing, Human Services  
Department of Homeland Security  
American Red Cross



7. Resource Support  
General Services Administration



8. Public Health and Medical Services  
Department of Health and Human Services



9. Urban Search and Rescue  
Federal Emergency Management Agency



10. Oil and Hazardous Materials Response  
Environmental Protection Agency



11. Agriculture and Natural Resource  
US Department of Agriculture/Department of the Interior



12. Energy  
Department of Energy



13. Public Safety and Security  
Department of Homeland Security/Justice



14. Community Recovery, Mitigation, and Economic Stabilization  
U.S. Small Business Administration



15. External Communications  
Federal Emergency Management Agency

# State Emergency Plan

## The CDPHE All-Hazards Emergency Response Plan

- Complements & works with local plans
- Reference to be aware of
- Currently being updated
  - Update release to be announced in upcoming newsletter



# Funding for Emergencies

## Preparation & Planning for Emergencies

- All Colorado counties have Public Health Emergency Preparedness (PHEP) funding
- OEPR Field managers can, upon request, assist with preparation & planning

## Releasing Funding for Emergency Response

- Procedures for local emergency or disaster declaration are codified in local law
- Funding streams varies locally
- Usually thresholds for releasing funds

# 2026 Training

## Resource Stewardship



## Statewide Board of Health Advisory Council



## Certification in

**CPH** Certified in  
Public Health  
by National Board of Public Health Examiners

**TAKE YOUR PROFESSIONAL  
DEVELOPMENT TO THE NEXT LEVEL.**

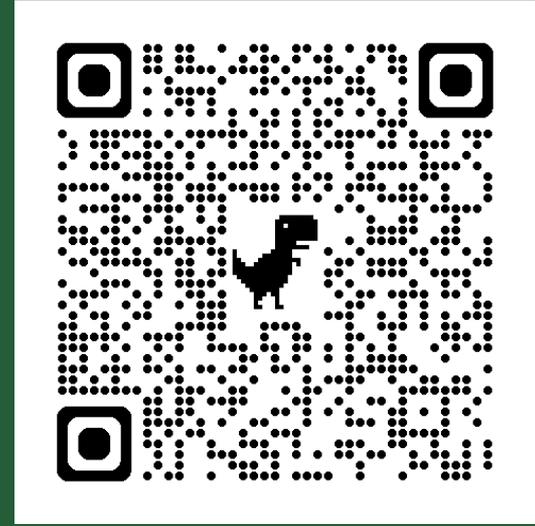
Join the ranks of public health professionals who have become Certified in Public Health (CPH).



# Evaluation



<https://forms.gle/XbF4L5jvHqNW2JHi6>



- This is not anonymous.
- Your certificate will go to the email address you provide.

Thank you  
for serving your community!