

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, August 19, 2025

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Special Event Liquor Permit 6-2025; Crested Butte South Property Owners Assn; 8/23/2025 from 1:00 pm to 7:00 pm
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. August 5, 2025 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager's Signature; Amendment to Agricultural Lease Agreement; Kelly and Vicki Hildreth; 9/6/2025 to 9/5/2026
 2. Acknowledgment of County Manager's Signature; Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado and BLR Aerospace, LLC for the Authorization of Flight-Testing Activities, the Use of the Helicopter Tether Test Pad and Provision of ARFF and Other Airport Services; Gunnison-Crested Butte Regional Airport; 8/1/2025 to 7/31/2027
 3. Acknowledgment of County Manager's Signature; Underground Right-Of-Way Easement; Gunnison County Electric Association; Facilities
 4. Professional Services Agreement; Jackalope Services, LLC; Blackstock Building; Facilities; 8/19/2025 to 7/30/2027; \$52,050
 5. Cancer Prevention and Early Detection Budget Increase for Fiscal Year 2025-2026; Health and Human Services; 6/30/2025 to 6/29/2026; \$57,046
 6. Local Planning and Support Dollars; Health and Human Services; 7/1/2025 to 6/30/2026; \$127,694
 7. Professional Services Agreement; T&A Enterprises; Courthouse; Facilities; 8/19/2025 to 7/30/2027; \$73,200
 8. Professional Services Agreement; Nomad Drafting and Design LLC; Facilities; 8/19/2025 to 12/31/2025; \$3,400
 9. State of Colorado Department of Human Services; PO, IHFA, 202600002065; Balance of State – Gunnison County; Health and Human Services; 7/2/2025 to 9/30/2025; \$20,000
 10. Professional Services Agreement; DeLoera Cleaning LLC; Health and Human Services Building; Facilities; 8/19/2025 to 7/30/2027; \$30,000
 11. Letter of Support; STOR Committee CPW Regional Partnership Initiative Grant Application
 12. Professional Services Agreement; T&A Enterprises; Public Safety Center Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
 13. Professional Services Agreement; T&A Enterprises; Public Works Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
 14. Ratification; Letter of Support; Support for Region 10 Enterprise Zone Redesignation Application & Request for Consideration of Gunnison County Enterprise Zone Designation

*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, August 19, 2025

Page 2 of 2

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

15. Commercial Lease Agreement; Gunnison Valley Regional Housing Authority (GVRHA); Facilities; 6/9/2025 to 12/31/2025; \$18,340
16. Correspondence; Letter Regarding Wolf Reintroduction

8:35 am

- Historic Preservation Commission Members Discussion

8:45 am

- Vouchers and Transfers (Sales and Local Marketing Tax will be reported on during the September 2, 2025 Meeting)
- Treasurer's Report
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:15 am

- (See separate agenda)

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 6-2025; Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CB South Property Owners Association Special Event Liquor License

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 7/30/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/30/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/31/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



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 6-2025

to sell/serve malt, vinous, and spirituous liquor for on-premises
consumption at 349 Teocalli Road, Crested Butte, Colorado.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSN.
61 TEOCALLI STREET
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective: 08.23.2025 from 1:00 p.m. to 07:00 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



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)

Crested Butte South Property Owners Association

84-087355

Mailing Address of Organization or Political Candidate

61 Teocalli St.

City

State ZIP Code

Crested Butte

CO 81224

Address of Place to Have Special Event

Sunset Hall, 349 Teocalli Rd.

City

State ZIP Code

Crested Butte

CO 81224

Authorized Representative of Qualifying Organization or Political Candidate

Derek Harwell

Date of Birth (MM/DD/YY)

Phone Number

12/12/1969

(970) 349-1162

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

199 Haverly St

City

State ZIP Code

Crested Butte

CO 81224

Event Manager

Scott Clarkson

Date of Birth (MM/DD/YY)

02/01/1959

Phone Number

(530) 448-0369

Event Manager Home Address

636 Zeligman St.

City

Crested Butte

State

CO

ZIP Code

81224

Email Address of Event Manager

scott@clarksonconcepts.net

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		Date	
August 23, 2025			
From:	To:	From:	To:
1:00 PM	7:00 PM		

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
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From:	To:	From:	To:

Date		Date	
From:	To:	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

Event Manager, Crested Butte South, Board of Directors

Signature

Scott Clarkson

Date (MM/DD/YY)

07/16/25

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

Kathy Semellia

Date (MM/DD/YY)

7-25-2025

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

Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$

.00

Facker Way

Playground

Stage

Fenced in
beer garden

Covered
Patio

liquor sales under
awning, on patio

Parking lot

Sunset
Hall

CBFPD

Teocalli Ave

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 8/5/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 8/5/2025

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: 8/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/19/2025

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; Finance; 7/31/2025 to 7/31/2027
9. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; Avis Rent A Car Systems, LLC; Airport; 6/1/2025 to 5/31/2028
10. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; Budget Rent A Car Systems Inc.; Airport; 6/1/2025 to 5/31/2028
11. Proposal; Physical Evidence Platform Solution; FileOnQ; Sheriff's Office; \$6,800 first year, \$5715 after
12. Professional Services Agreement; AML Peer and Mental Health Support; Juvenile Services; 8/5/225 to 7/31/2026; \$15,000
13. Professional Services Agreement; Pinnacle Insight LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
14. Professional Services Agreement; Willow Bay Counseling LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
15. Funding Agreement & Request for Payment; Gunnison County Metropolitan Recreation District; Health and Human Services; Gunnison Hinsdale Early Childhood Council; 6/1/2025 to 4/31/2026; \$10,000
16. Participation Form; National Opioid Settlements; CL-1730875; Purdue

COUNTY MANAGER'S REPORTS:

1. Region 10 – CM Birnie asked for guidance on an email received from Region 10 Executive Director Michelle Haynes about the enterprise zone. The Board authorized CM Birnie to draft a letter to later be put for ratification on the next agenda.
2. Whetstone – CM Birnie relayed the concrete slabs are being poured and the framing contractor has been panelizing walls.

ACCEPTANCE OF COUNTY TREASURER/PUBLIC TRUSTEE RESIGNATION:

Commissioner Smith explained the Board received the letter as well as having a meeting with County Treasurer Debbie Dunbar, who has issued her formal resignation and plans to retire by the end of September. DCA San Filippo-Rosser noted the directions that the Board can take and the process that needs to occur. Commissioner Houck confirmed it would be the same process as done previously with the County Assessor vacancy. Commissioner Houck then noted he appreciated the time of service that CT Dunbar has put into the County. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the letter of resignation which will be effective September 30th from Debbie Dunbar, resigning her position as the elected Gunnison County Treasurer. Motion carried unanimously.

LAND USE CHANGE APPLICATIONS:

1. Lot Cluster; LUC-24-00032; Alan Powell – Planner Rachael Blondy and Applicant Alan Powell were present for discussion.

Planner Blondy relayed this was an application that was previously approved but had a scrivener's error when it was recorded. Therefore, they are requesting to amend the LUC-24-00032 to have the correct filing number. **Moved** by Commissioner Houck, seconded by Commissioner Smith to correct the scrivener's error and approve the lot cluster agreement declaration and authorize the signature of the full Board as presented this morning. Motion carried unanimously.

2. Lot Cluster; LUC-24-00061; 60 & 90 Mystery Lane – Planner Rachael Blondy was present for discussion.

Planner Blondy noted this application is to cluster the applicant's two lots that are adjacent to each other, however, this would decrease density potential with bringing the lots ability to have two residences each to two residences total. Commissioner Houck confirmed that lot clusters can be undone by a subdivision in the future. Commissioner Smith struggled with this application because they are promoting density, but the property falls outside the Gunnison Area Plan. After some discussion a decision was made. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve lot cluster LUC-24-00061, 60 & 90 Mystery Lane as presented and authorize the signature of the full Board on the document.

3. Discount Storage Expansion of Commercial Use, Major Impact, Preliminary and Final Plan Review; LUC-23-00032; A Resolution Approving LUC-23-00032, A Land Use Change Permit Application for Preliminary and Final Plan Review of a Major Impact Land Use Change for an Expansion of Commercial Use at Discount (aka Centennial) Storage on the Parcel of Land Commonly Known as Parcel No. 3701-250-06-008, 825 State Highway 135, Gunnison, Colorado; Legally Described as Lot 3, Flying Ranch Subdivision, According to the Plat Filed September 17, 2019 at Reception No. 662373, County Of Gunnison, Colorado – Planning Director Hillary Seminick, Michael Fishman, James Silvestro, Ken Snyder and Abigail Grimmatt were present for discussion.

PD Seminick explained that there are two review processes being requested for a major impact expansion of commercial use which would expand the vehicle storage area, but not the interior retail storage area component. She then relayed that they have met all the standards for the application, there is a recommendation for approval from the Planning Commission, there has been no new information since the previous hearing, and it is up to the Board to decide if an additional public hearing is necessary. Mr. Silvestro commented he does not believe another public hearing is necessary due the support of the public given at the last public hearing. After some discussion, it was decided an additional public hearing is not necessary. **Moved** by Commissioner Houck, seconded by Commissioner Smith that the Board of County Commissioners does not have an additional public hearing based on the fact that there's no new additional information and that we have been able to have a good public facing discussion about this numerous times, and we have all the information we need to make a decision. Motion carried unanimously.

Commissioner Houck noted this is in the planning area and he would be having a different discussion if there were more buildings being built, rather than more fencing and expanding the area for storage which is a community need. Commissioner Smith echoed Commissioner Houck's thoughts and does not see an issue due to being a contained parcel that is already having this use and is easily able to be redeveloped, as well as the neighbors being in support. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Resolution 2025-25, a Resolution Approving LUC-23-00032, a Land Use Change Permit Application for Preliminary and Final Plan Review of a Major Impact Land Use Change for the Expansion of Commercial Uses at Discount Storage, also known as Centennial Storage, and we'll note for the record in the motion that on page 3 of the document we will eliminate number 7, and it will condense it down to 7 points, which is basically what will be corrected as discussed on the record during this item.

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

COMMISSIONER ITEMS:

Commissioner Houck:

1. Town Hall in Pitkin – Commissioner Houck conveyed that about 60 community members attended and that there will be Town Halls coming up in Marble and Somerset. He appreciated being able to interact with the community and answer questions.
2. Taylor Park – Commissioner Houck has been working with a group and Jonathan Coop with Western Colorado University on some forestry projects for funders particularly around timber.
3. Colorado Parks and Wildlife (CPW) – Commissioner Houck attended a meeting with CPW representatives as well as representatives from Delta, Hinsdale, Ouray and Saguache Counties to have discussions regarding wolf reintroduction. He stated a majority of what will be in the Board's letter to the State after the work session with the Gunnison County Stockgrowers' Association contains a majority of what was discussed in the meeting. Commissioner Smith also mentioned the conflict in guidance given regarding carcass removal to which Commissioner Houck stated he will touch on that in the letter as well.
4. Club 20 – Commissioner Houck participated in the Club 20 meeting on the 24th and 25th remotely to advocate for Gunnison County's concerns.
5. River Technical Team – Commissioner Houck was asked to participate in the River Technical Team which is comprised of Department of Natural Resources (DNR), Bureau of Land Management (BLM), and Trout Unlimited. This team is looking at river recreation and river access across the state and how to better address the recreation and access.
6. Gunnison Outdoor Resource Protection Act (GORP) – Commissioner Houck had a meeting with Senator Bennet and representatives from Delta County regarding the GORP Act and some details that would be helpful to Delta County to be included in the Act.

Commissioner Smith:

1. Town Hall in Pitkin – Commissioner Smith reiterated Commissioner Houck's previous comments and felt it was a productive meeting.
2. Forest Road 867 – Commissioner Smith explained this is a road in Arrowhead to which the Board has been getting correspondence about the road maintenance. Commissioner Houck commented that he did drive the road to the Arrowhead Lodge and back and expected a very different condition based on the emails and calls. However, the road seemed to be about the same as it has always been. Commissioner Smith then relayed that there will be an opportunity for the community to support service and maintenance for road and bridge when the Board comes to the voters for a dedicated resource. She and Assistant County Manager for Public Works Martin Schmidt are also planning a meeting with the community members.
3. Federal Changes – Commissioner Smith met with the Colorado Department of Human Services (CDHS) about the proposed Federal changes to benefits like Medicaid and Supplemental Nutrition Assistance Program (SNAP). The State has stated it needs to make a downward adjustment of an additional \$1B dollars on top of the \$1.2B dollars already cut which will affect matches to these programs.

- 4. Colorado Counties, Inc. Steering Committees (CCI) and Counties & Commissioners Acting Together (CCAT) – Commissioner Smith relayed they have policy meetings coming up to discuss how to stabilize the County revenues to help maintain services.
- 5. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Smith plans to attend the RTA meeting remotely. She stated there is a proposal for an Intergovernmental Agreement (IGA) for impact fees to fund an expansion of services and infrastructure. Commissioner Smith confirmed with Commissioner Houck that they do plan on not supporting that and will vote against any proposal for Gunnison County to join an IGA of that nature due to other more urgent and vulnerable areas.

ADJOURN: Commissioner Smith adjourned the meeting at 9:42 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

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

RESOLUTION NO. 2025 - 25

A RESOLUTION APPROVING LUC-23-00032, A LAND USE CHANGE PERMIT APPLICATION FOR PRELIMINARY AND FINAL PLAN REVIEW OF A MAJOR IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT DISCOUNT (AKA CENTENNIAL) STORAGE

WHEREAS, the Applicant, LPG 1825 HIGHWAY 135 LLC, DDCM 164 LUDLOW LLC (Applicant), represented by Centennial Storage Partners LLC, Law of the Rockies, Jennifer Barvitski, and Michael O’Loughlin, Esq. of Schumacher & O’Loughlin, LLC, requests a 2.75-acre expansion of commercial use to allow for approximately 115 additional outdoor fenced vehicular storage spaces adjacent to the existing Discount Storage on a parcel of land commonly known as parcel no. 3701-250-06-008, 1825 State Highway 135, Gunnison, Colorado, legally described as Lot 3, Flying E Ranch Subdivision, according to the plat filed September 17, 2019, at Reception No. 662373, County of Gunnison, Colorado, (“Property”); and,

WHEREAS, a Land Use Change Permit for Sketch Plan Review of a Major Impact Land Use Change for Expansion of a Commercial Use at Discount (AKA Centennial) Storage on the subject property was approved by the Gunnison County Board of County Commissioners in Resolution No. 54, Series of 2024 on December 17, 2024; and,

WHEREAS, the Discount Storage Expansion of Commercial Use Preliminary and Final Plan (“Application”) was submitted on February 13, 2025, and determined a complete application on April 14, 2025; and,

WHEREAS, the Planning Commission held public work sessions and public hearings to discuss the Application on the following dates

- May 15, 2025, Work Session
- July 17, 2025, Joint Public Hearing; and,

WHEREAS, at the work session on May 15, 2025, the Planning Commission, after consideration of the following factors: design, size, public concern, public facilities and services; found the applicant's request to combine the Preliminary and Final Plan reviews met the criteria of LUR Section 7-103.C.1 *Preliminary and Final Plans May Be Combined* and approved the request; and

WHEREAS, a joint public hearing was conducted on July 17, 2025, by the Planning Commission and Board of County Commissioners, in which the Commission and BOCC received and considered both written and oral public comment; and

WHEREAS, the following summarized public comments were received at the public hearing on July 17, 2025.

- Public comment generally supported the project due to a significant lack of available storage space, particularly during snow season, which creates a financial burden. They highlight the project's benefits, including landscaping, and emphasize the community's need for storage. They express concern over regulatory barriers that make it difficult to meet these needs locally. Additionally, demand for storage is high while supply is lacking, which drives prices up and forces people to seek storage farther away.

WHEREAS, a joint public hearing was conducted on July 17, 2025, by the Planning Commission and Board of Adjustment, in which the Commission and BOA received and considered both written and oral public comment; and

WHEREAS, the Board of Adjustment approved a setback variance at the joint public hearing held by the Planning Commission and Board of Adjustment on July 17, 2025 as described in Variance Approval 1, Series of 2025 at Reception No. 703045; and

WHEREAS, at the November 21, 2024, joint public hearing; after a review of the application and all information, documentation, and testimony related to it, the Gunnison County Planning Commission tendered a Recommendation of Approval with findings and conditions to the Board of County Commissioners; and

NOW THEREFORE, the Board of County Commissioners hereby adopts in full the Planning Commission's recommendation and the findings of fact therein, and makes these findings of fact:

1. The project is a Major Impact pursuant to Section 7-101:C. Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - A. This combined Preliminary and Final Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined in detail during Preliminary Plan review, and definitively during Final Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of and compliance with the standards of the Resolution within its final presentation of the proposed development pursuant to the foregoing standard.
 - B. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.
 - C. Phasing has not been proposed by the applicant.
 - D. All uses have been identified on lots within this proposed development.
3. Based on the consideration of limited applicability of Final Plan requirements for the proposed development since it is not a subdivision, the Planning Commission approved the combination of Preliminary and Final Plans.
4. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Application need be conducted by the BOCC, and further, the BOCC hereby approves the Application for LUC-23-00032 as recommended by the Planning Commission, with the following conditions:

1. The applicant shall submit a Boundary Line Adjustment Plat that meets the standards of Gunnison County Land Use Resolution Section 5-104:L *Application Form for Boundary Line Adjustments*.
2. This approval is founded on each individual finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or condition, this approval is null and void.
3. This Preliminary and Final Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

4. This Permit Approval of this application is contingent upon compliance with all applicable federal, state, municipal and other permits required for construction following approval.
5. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
6. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

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 Houck, seconded by Commissioner Smith, and adopted this 5th day of August 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 8/15/2025 thru 9/30/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
August 19, 2025, All Day @ BOCC Boardroom
2. [BOCC Work Session](#)
August 26, 2025, All Day @ BOCC Boardroom
3. [BOCC Regular Meeting](#)
September 2, 2025, All Day @ BOCC Boardroom
4. [BOCC Work Session](#)
September 9, 2025, All Day @ BOCC Boardroom
5. [BOCC Regular Meeting](#)
September 16, 2025, All Day @ BOCC Boardroom
- [BOCC Work Session](#)
September 23, 2025, All Day @ BOCC Boardroom
6. [City of Gunnison - Elected Officials Dinner](#)
September 29, 2025, 6:00 PM

Gunnison County Organization

1. [Holiday - Labor Day - Offices Closed](#)
September 1, 2025, All Day

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
August 19, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amendment to Agriculture Lease Agreement; Hildreth

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/4/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/7/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/7/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

AMENDMENT TO AGRICULTURAL LEASE AGREEMENT

On September 6, 2024, the Board of County Commissioners of the County of Gunnison, Colorado, (the "County"), and Kelly and Vicki Hildreth (the "Tenant"), (collectively "Parties"), entered into an Agricultural Lease Agreement (the "Lease"), leasing to Tenant property known as Lot 5, Flying E Ranch Subdivision for agricultural use.

This Amendment to the Lease amends Section 2.01, "Term" and Section 2.02, "Option to Extend" to extend the term of the Lease and allow the term to renew automatically until the Lease is terminated by either party. This Amendment to the Lease amends Sections 2.01 and 2.02 of the Lease by replacing them entirely with the following:

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **the Effective Date** at the beginning of this Lease (the "Commencement Date") and renewing annually for one (1) year periods (each an "Extended Term"), unless terminated earlier in accordance with the terms of this Lease. Any rights and responsibilities of the parties shall apply during the entire Term and Extended Term of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Lease will automatically renew for additional one (1) year periods, upon the same terms and conditions. The Parties may terminate the Lease by providing written notice to the other party at least sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

All remaining provisions of the Lease remain the same.

This Amendment is effective when executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease by their duly authorized officers or representatives as of the date shown below.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:  Dated: 8/4/25
Matthew Birnie, County Manager

ATTEST:

Hilly
Deputy Clerk



TENANT:

Kelly and Vicki Hildreth

By: Kelly Hildreth
Kelly Hildreth

Dated: 8-1-25

By: Vicki Hildreth
Vicki Hildreth

Dated: 8/1/2025

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

June 6, 2025

As provided for in the Option to Extend in Article II, Section 2.02 of the AGRICULTURAL LEASE AGREEMENT dated September 6, 2024, between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON COLORADO (landlord) and KELLY HILDRETH AND VICKI HILDRETH (tenant):

We, Kelly Hildreth and Vicki Hildreth, request an extension of this Agricultural Lease Agreement for an additional one (1) year period for the property legally described as Lot 5, Flying E Ranch Subdivision according to the plat thereof recorded December 13, 1993, under Reception No. 447702, County of Gunnison, State of Colorado.

The extended lease agreement term would begin on September 6th, 2025.

Kelly Hildreth
Vicki Hildreth

AGRICULTURAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 6th day of September, 2024 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the "County") and **KELLY AND VICKI HILDRETH** (the "Tenant").

RECITALS

- A. The County is the owner of property at Lot 5, Flying E Ranch Subdivision (according to plat recorded number 447702, Gunnison, Colorado (the "Property")).
- B. The County desires to lease the Property to the Tenant.
- C. The Tenant desires to lease the Property from the County for the purpose of agricultural use and in accordance with the terms and provisions of the Lease and the County desires to lease the Property to the Tenant.
- D. The Tenant does not intend to use and is not authorized by the County for any use of the Property for residential purposes.

AGREEMENT

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

ARTICLE I. THE PROPERTY

Section 1.01 The Property. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, exclusive use of the Property.

Section 1.02 Fences. The Property includes fences. The Tenant agrees to maintain the fences in good working order. Subject to prior written approval by the County, the Tenant may purchase and install additional fences on the Property. Any such purchase and installation shall be at the Tenant's own expense.

Section 1.03 Condition of the Property. The Tenant warrants and represents that it has had an opportunity to inspect the Property and acknowledges that it is fit for the Tenant's use and enjoyment. The taking of possession of the Property shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, reconstruct or modify the Property for the Tenant. The Tenant warrants and represents that it has had an opportunity to inspect and measure the Property and acknowledges that it is acceptable for Tenant's use.

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

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

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **the Effective Date** at the beginning of this Lease (the "Commencement Date") and ending one year after the Effective Date, unless terminated earlier in accordance with the terms of this Lease. Any rights and responsibilities of the parties shall apply during the entire Term of this Lease.

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

ARTICLE III. CONSIDERATION

Section 3.01 Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Property of **Five hundred and 00/100 U.S. Dollars (\$500.00)** payable upon execution of the Lease and upon commencement of each Extended Term.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by a flat three percent (3%) increase to the Annual Rent.

Section 3.03 Manner of Payment. Annual Rent under this Lease shall be paid upon execution of the Lease or commencement of any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.

Gunnison, CO 81230
Attn: Perry Solheim, Finance Director

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

ARTICLE IV. MAINTENANCE; UTILITIES; INSPECTIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Property shall be the obligation of the Tenant. The Tenant agrees to: (1) maintain the Property and all fences in good working order and repair; (2) keep the Property mowed and grazed; and (3) keep the Property free of weeds to the extent feasible. County will do an annual weed control treatment and the tenant will spot spray as needed.

Section 4.02 Inspection of the Property. The Tenant will permit the County, its representatives or agents to inspect the Property at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Property in the County's sole discretion, the County shall have the right to enter upon and inspect the Property and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant at least twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Property.

Section 4.03 Accident Reports. In the case of an accident or emergency on or near the Property, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred,

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

ARTICLE V. SIGNAGE AND IMPROVEMENTS

Section 5.01 Signage. The Tenant shall not install any new sign, lettering, advertisement, posting, buildings or improvements in, upon or around the Property without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign or improvements approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign or improvements. The Tenant shall pay for costs of removal of signs and improvements from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VI. INSURANCE; INDEMNIFICATION; DAMAGE

Section 6.01 Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County.

- (a) Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence or as a combined single limit each occurrence.

Section 6.02 County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

Section 6.03 Additional Insurance. The Tenant may insure the Property in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

Section 6.04 Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

Section 6.05 Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1)

the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Property during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 6.06 Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Property, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Property, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for any damage or loss that would otherwise have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

Section 6.07 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Property (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Property, caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE

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

ARTICLE VIII. LIENS AND BANKRUPTCY

Section 8.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Property. If a lien or encumbrance is placed upon the Property, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County in full. If the Tenant fails to reimburse the County within 30 days, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) eighteen percent (18%) per annum until paid and the County may pursue any other remedy available to it.

Section 8.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

ARTICLE IX. REPRESENTATIONS & WARRANTIES

Section 9.01 Representations & Warranties. The Tenant represents and warrants to the County as follows:

- (a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3)

conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.

- (e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.

ARTICLE X. DEFAULT AND REMEDIES.

Section 10.01 Events of Default. Any one or more of the following events shall be an "Event of Default":

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

Section 10.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the

Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Property, the Tenant will immediately surrender the Property to the County. If the Tenant fails to surrender the Property, the County may enter upon and take possession of the Property and expel or remove the Tenant and any other person who may be occupying the Property or any part thereof. Any termination only of the Tenant's right to possession of the Property will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Property. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 10.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Property in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Property, with or without process of law and without liability for trespass. Holding over or failure to vacate the Property at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at one hundred fifty percent (150%) of the Annual Rent payable during the last month of the Term or the Extended Term prior to holding over, but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Property in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Property thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Property to a new tenant with a lease term commencing after the date the

Tenant is required to vacate the Property, such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 10.04 Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

Section 10.05 Title to Property & Improvements. Any fixtures or improvements erected or constructed on the Property shall be permanently and inseparably attached to the Property and shall not be removed without prior written consent of the County. Title to the Property and improvements is and shall remain vested in the County. All of the Tenant's moveable personal property located in or on the Property shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Property until such default has been cured. Any property affixed to the Property so that the same may not be removed without material damage to the Property shall not be removed by the Tenant at any time but shall become the property of the County upon expiration or earlier termination of this Lease.

Section 10.06 Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Property, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XI. ASSIGNMENT AND SUBLETTING

Section 11.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Property; or (e) use or permit the use of the Property by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Property and any improvement following the Transfer remains substantially the same as

contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

Section 11.02 Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

Section 11.03 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

ARTICLE XII. ABANDONMENT

Section 12.01 Abandonment/Vacation of the Property. If Tenant abandons or vacates the Property before the end of the Term (or any renewal or extension thereof), the County may enter the Property, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may make any repairs, changes, alterations or additions to the Property as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Property upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after thirty (30) days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

ARTICLE XIII. OBLIGATIONS OF THE COUNTY

Section 13.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Property and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Property is subject to the use of the surrounding property for industrial and commercial purposes with the accompanying industrial and commercial noises, odors, smoke, and the danger and nuisance thereof.

ARTICLE XIV. EMINENT DOMAIN; CONDEMNATION

Section 14.01 General. If the Property (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such

Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

Section 14.02 Partial Taking – Tenant’s Rights. If any part of the Property becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Property in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Property rendered untenable by the Taking.

Section 14.03 Partial Taking – County’s Rights. If any material portion, but less than all, of the Property becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Property rendered untenable by the Taking.

Section 14.04 Award. If an award is made for a taking of the Property in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County’s award) against the condemner for the value of the Tenant’s personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

ARTICLE XV. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 15.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to any County land use or development regulations, all as may be amended from time to time.

Section 15.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

- (a) The Property shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.
- (b) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Property.
- (c) Antennas, satellite dishes and other equipment may not be erected or installed on the Property without the prior written consent of the County.
- (d) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties.

- (e) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of or within the Property.
- (f) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

ARTICLE XVI. COMPLIANCE WITH LAWS

Section 16.01 Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Property during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Property.

Section 16.02 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Property in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 16.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States or the State of Colorado.

Section 16.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 16.05 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 16.06 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part

1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 16.07 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA). The Tenant must include this requirement in all contracts and subcontracts relating to the Property that exceeds \$150,000.

Section 16.08 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, maintenance and repair to the Property, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Property as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to the Property during construction.

ARTICLE XVII. MISCELLANEOUS

Section 17.01 County Representative. The Assistant County Manager for Operations and Sustainability and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 17.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 17.03 Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 17.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 17.05 Time of Essence. Time is of the essence in this Lease.

Section 17.06 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Property, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

Section 17.07 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 17.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 17.09 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 17.10 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 17.11 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Kelly and Vicki Hildreth
P.O.Box 1341
Gunnison, CO 81230
Email: Hildreth@gunnison.com

If to the County:

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

with a copy to:

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

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

Section 17.12 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 17.13 Incorporation of Exhibits, Other Documents. The Exhibits and any applicable County ordinances, resolutions or regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable County ordinances, resolutions or regulations, the County ordinances, resolutions or regulations shall control.

Section 17.14 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 17.15 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

Section 17.16 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 17.17 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signatures appear on following page.]

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

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: 
Matthew Birnie

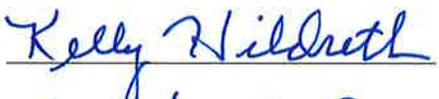
ATTEST:


Deputy Clerk



TENANT:

Kelly and Vicki Hildreth

By: 

By: 

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Flight-Testing Activities Agreement

Fiscal Impact:

Submitted by: Holly Perry for Rick Lamport

Submitter's Email Address: rlamport@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/11/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO AND BLR AEROSPACE, LLC
FOR THE AUTHORIZATION OF FLIGHT-TESTING ACTIVITIES, THE USE
OF THE HELICOPTER TETHER TEST PAD AND PROVISION OF ARFF AND
OTHER AIRPORT SERVICES**

THIS AGREEMENT regarding the authorization to conduct flight-testing activities, the use of the Helicopter Tether Test Pad and the provision of ARFF services at the Gunnison-Crested Butte Regional Airport (“Agreement”) is made August 1st, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO (“County” or “Gunnison County”) and BLR Aerospace, LLC (“Operator”), collectively “Parties,” and individually “Party.”

WHEREAS, the County owns and operates the Gunnison-Crested Butte Regional Airport (“Airport”) including the provision of a helicopter tether test pad and the capability of providing Index B ARFF services; and

WHEREAS, the Operator desires to conduct High Altitude flight testing of the BLR Aerospace Product line; and

WHEREAS, the Operator has requested the use of the helicopter tether test pad and the provision of ARFF services on request as defined herein during the period of this Agreement.

NOW, THEREFORE, the County has agreed to the use of the helicopter tether test pad and to provide ARFF and other services as defined herein during the period of this Agreement and in consideration of the mutual covenants, terms and conditions herein, the County and the Operator do mutually undertake and agree as follows:

1. DEFINITIONS

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

- 1.1 “Agreement” is this Agreement for use of Airport Facilities and Services.
- 1.2 “Airport” is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, whose address is 519 Rio Grande Avenue, Gunnison, Colorado 81230.
- 1.3 “Airport Facilities” include the Terminal and other public improvements and aeronautical facilities located at the Airport.
- 1.4 “Airport Manager” is the manager of the Airport as may be designated from time to time by the County.

- 1.5 “AOA” means Air Operations Area, the portion of the Airport designed and used for aircraft landing, takeoff, or surface maneuvering.
- 1.6 “ARFF” is Aircraft Rescue Fire Fighting as defined under FAR Part 139.
- 1.7 “NOTAM” means Notice to Airmen, a notice containing information essential to personnel concerned with flight operations but not known far enough in advance to be publicized by other means.
- 1.8 “Operator” means BLR Aerospace, LLC.
- 1.9 “Services” means any services, materials, articles, services or work (including any part or parts of them) to be supplied to the Operator by the County.
- 1.10 “The County” means the Board of County Commissioners of the County of Gunnison, Colorado, 200 E. Virginia Avenue, Gunnison, Colorado 81230.

2. TERM

The term of this Agreement shall be for a period of 2 (two) years commencing on August 1st, 2025, and ending July 31st, 2027, (the “Term”) unless sooner terminated or replaced as provided herein.

3. DESCRIPTIONS OF AIRPORT PROVIDED SERVICES

- 3.1 **USE OF THE AIRPORT FACILITIES** – Pursuant to this Agreement, the Operator may use the Airport Facilities to conduct High Altitude Flight Testing of the BLR Aerospace Product Line as follows:
 - a. Type of Testing –Load testing on the County’s helicopter tether test pad.
 - b. Hours of Operation – Testing, including main engine and auxiliary power unit (APU) run-up which involves the helicopter remaining within the airfield boundary, will take place not before 6:00am local time and will terminate at or before 5.00pm local time.
 - c. Days of Operation – Monday through Saturday with no testing on Sundays or on Public Holidays for load testing on the helicopter tether test pad.
- 3.2 The availability to the Operator of the Airport’s helicopter tether test pad facility together with any Operator requested routine daily maintenance of the test pad i.e. dust and grass control.
- 3.3 If requested by the Operator, the Load Testing of the helicopter test pad anchor point to at least 45,000lbs by the Airport prior to the beginning of the test program.

- 3.4 At the request and sole discretion of the Operator, the County shall provide on-call ARFF services as follows:
- a. During Low Altitude testing, one certified ARFF Officer and one ARFF Index B Truck will be available on station standby during the duration of the test.
 - b. During helicopter tether pad testing, one suited up certified ARFF Officer and one ARFF Index B Truck stationed at a location within the Airport determined by the Operator during the duration of the test (“Services”).
 - c. It is recognized and understood between the Operator and County, that if an aircraft emergency occurs involving an aircraft other than the Operator’s aircraft during the times of testing, ARFF coverage will be discontinued for the duration of that emergency.
 - d. ARFF services requested by the Operator, other than those required for an emergency, are subject to scheduled Airport staff availability.
- 3.5 NOTAM dissemination as required.
- 3.6 Storage space and ground handling support (security/AOA) for any Operator equipment required, in support of Operator’s test program to include security and AOA escort of transport vehicles and provision of available County loading vehicles.

4. COMPENSATION

- 4.1 In consideration and exchange for Operator’s use of the Airport facilities and provision of the Services as defined above, the Operator shall pay the County as follows:
- a. Use of the helicopter tether test pad including any operator requested surface preparation, i.e., watering down to minimize dust - \$2,000 per year for the entire Term of the Agreement.
 - b. On request “station standby” ARFF Services for Low Altitude Testing - \$200 per hour.
 - c. On request “on-site” Tether Pad Testing ARFF Services - \$500 per hour.
- 4.2 Cost of a Certified ARFF Officer and ARFF Index B Truck will be applied in 15-minute segments – i.e. \$50.00 per 15 minutes for low altitude testing and \$125.00 per 15 minutes for tether testing.
- 4.3 Operator shall reimburse the County the cost for requested stress and strength testing of the tether pad anchor point. The amount of reimbursement from Operator to County shall be actual cost and shared cost if used with other test organizations within the same time frame.

- 4.4 If requested by the Operator, the Airport shall, for duration of the Term, prepare and provide space, assist with loading/off-loading (when possible) and provide AOA/security escort for delivery and storage of any Operator materials, ballast etc. at helicopter tether pad site - \$1,000.
- 4.5 If Airport badging is required, the cost per badge per individual is \$30.00 for access to AOA.

5. PAYMENT

- 5.1 County will submit monthly invoices to Operator for payment.
- 5.2 The Operator shall pay all invoices within 30 days of receipt.

6. CONDITIONS OF AGREEMENT

This Agreement is subject to the following conditions:

6.1 APPLICABLE LAW

- a. The Agreement shall be governed by and interpreted in accordance with Colorado Law. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state of Colorado District Court governing Gunnison County, Colorado.
- b. Each Party hereby warrants to each other that entry into the Agreement does not and performance thereof will not in any way violate or conflict with any provision of federal or state law, statute, rule, regulation, judgment, writ, injunction, decree or order applicable to it; and that the Agreement does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, agreement or other liability, charge or encumbrance upon any of its properties or other assets.

7. DURATION

- 7.1 The Agreement shall be operative for the period stated under Section 2, "TERM." If testing programs cannot be completed during the stated Term, the Parties shall endeavor to agree to revised dates and the Agreement may be amended accordingly by written agreement of the Parties pursuant to Section 17.

8. INDEMNITY

- 8.1 Operator shall indemnify, defend and hold harmless the County and its Commissioners, officers, employees and agents from and against any direct expense, liability, direct loss and claims with respect of death or injury to any person, loss of or damage to property and any other loss, damage, cost or expense

caused by any misconduct or negligent acts, errors or omissions of the Operator or its personnel in their performance or non-performance under the Agreement.

9. INSURANCE

9.1 The Operator agrees that at all times during the Term of this Agreement, the Operator shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies with Gunnison County listed as an additional insured (but the Operator's insurance will not be required to pay damages for the portion of any loss caused by negligence or willful misconduct of County, its officers, employees, agents, or contractors). Within thirty (30) days of execution of this Agreement, the Operator will provide insurance certificates to the County for coverages required herein which shall state that such policies shall not be materially changed or cancelled without (14) days prior notice to the Board. (If the insurance certificate fails to include such statement, then the Operator agrees that it will promptly notify the County of such material change or cancellation. A "material change" is a reduction in coverage below that required by this Section 9.1.) If coverage is cancelled or terminated for any reason, the County shall have no further obligation to provide Services under this Agreement. Furthermore, the County will provide copies of insurance certificates to the Operator for the coverages it has in place.

- a. If applicable, workers compensation insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Operator during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 for injury to one person in any single occurrence and \$2,000,000 for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate) or a combined single limit for bodily injury and property damage of Two Million U.S. Dollars (\$2,000,000) per occurrence.
- c. If applicable, commercial automobile liability insurance on all vehicles used in Operators activities under this Agreement, 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); or a combined single limit for bodily injury and property damage of Two Million U.S. Dollars (\$2,000,000) per occurrence.

9.2 NO WAIVER OF GOVERNMENTAL IMMUNITY. Notwithstanding any other provision to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, in whole or part, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or

hereafter amended, or as otherwise provided. The Parties understand and agree that liability for claims for injuries to persons or property arising out of conduct of Gunnison County, its boards, officials and employees is controlled and limited by the provisions of section 24-10-101 et seq., C.R.S., as now or hereafter amended.

10. TERMINATION

- 10.1 Either Party shall have the right to terminate the Agreement, with or without cause, at the conclusion of the flight test program by giving the other Party 7-days prior written notice whereupon all work on the Agreement shall be discontinued and the Operator shall pay to the County compensation for Services provided up to the time of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss.
- 10.2 The Operator or County shall have the right at any time to terminate the Agreement immediately by giving the other Party written notice if:
- a. The County cannot in the reasonable opinion of the Operator adequately fulfill its obligations under the Agreement; or
 - b. The Operator violates the conditions of ARFF services.

The termination of the Agreement, however arising, will be without prejudice to the rights and obligations of the Parties, which have accrued prior to termination. The Conditions, which expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.

11. WAIVER

- 11.1 Failure or delay by the Operator or the County in enforcing or partially enforcing any provision of the Conditions will not be construed as a waiver of any of the Operator's or County's rights under the Agreement.
- 11.2 Any waiver by the Operator or the County of any breach of or any default under any provision of the Agreement by the County or the Operator will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

12. SEVERABILITY

- 12.1 If any provision of this Agreement is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

13. DISPUTE RESOLUTION

13.1 If any dispute arises out of or in connection with this Agreement (“Dispute”) the Parties may seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party is entitled to initiate the process by written notice to the other Party. Any such procedure shall be held in Gunnison County, Colorado, and the laws of the state of Colorado shall apply to such Dispute.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 Neither the County nor the Operator shall be entitled to assign the Agreement or any part of it without the prior written consent of the Operator and County.

14.2 Sub-contracting by the County or Operator shall not in any way relieve the County or Operator of any of its responsibilities under the Agreement.

15. NOTICES

15.1 A notice given under, or in connection with, the Agreement must be in writing and delivered by hand or sent by first class post or electronic communication to the address of the Operator or County:

Operator: BLR Aerospace
11002 29th Avenue W Bldg. C-19
Everett, WA 98204-1314
Email address: DAN@BLRAEROSPACE.COM

County: Gunnison County
Attn: Matthew Birnie
200 E. Virginia Avenue
Gunnison, CO 81230
Email address: MBirnie@gunnisoncounty.org

15.2 Notice shall be deemed given:

- a. if sent by post, first class mail: seven business days, after posting (exclusive of the day of posting)
- b. if sent by electronic communication: at the time of transmission.

16. OTHER AGREEMENTS

16.1 Operator agrees to abide by and be subject to all airport (a) Minimum Standards, and (b) Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority

concerning management, operation or use of the Airport. A copy of the County's existing rules and regulations relating to operations at the Airport are attached and incorporated into this Agreement as Exhibit 1.

17. CHANGES TO THE AGREEMENT

17.1 In the event that either Party requires a change to the Agreement, the Party requiring the change shall immediately inform the other Party in writing. Such a change shall not come into effect until a written acceptance of the proposed change, detailing any consequential amendments, is issued by one Party and accepted by the other Party by persons authorized to agree to such changes.

18. FEDERAL REQUIREMENTS, NONDISCRIMINATION.

- a. The Operator and County agree that in conducting its operations under this Agreement it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- b. The Operator and County agree: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of County at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- c. The Operator and County agree that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub

organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- d. The Operator and County agree that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- e. The Operator and County agree that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.
- f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the County or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this Agreement. In the event of such noncompliance, the County shall have the right to terminate this Agreement and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

19. CONFIDENTIALITY

- 19.1 Save for information which is in the public domain (otherwise than by a breach of this Condition), or that is required to be produced under the Colorado Open Records Act or other applicable law, the County shall keep secret and not disclose any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the County by the Operator or its agents and any other confidential information concerning the Operator's business or its products which the County may obtain and the County shall restrict disclosure of such confidential material to such of the County's employees, agents or sub-contractors on an as need to know basis, the same for the purpose of discharging the County's obligations to the Operator, and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Operator.

20. FORCE MAJEURE

- 20.1 Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its

control, including but not limited to, act of God or Governmental act, flood, fire, explosion, accident, act of terrorism, civil commotion, industrial dispute, or transportation or communications problem, or impossibility of obtaining materials. For the avoidance of doubt, the Parties' indemnity obligations are not excused by this Section 20.1.

- 20.2 Each Party hereto agrees to give notice forthwith to the other Party upon becoming aware of an event of Force Majeure, including details of the circumstances giving rise to the event of Force Majeure.

21. INDEPENDENT CONTRACTOR

- a. In carrying out its obligations and activities under this Agreement, Operator is acting as an independent Contractor and not as an agent, partner, joint venture or employee of Gunnison County. Operator does not have any authority to bind Gunnison County in any manner whatsoever.
- b. Operator acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Operator is obligated to pay federal and state income tax on any moneys paid it related to the services.

22. IMMIGRATION COMPLIANCE CERTIFICATION

Operator certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement. Operator further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement. Finally, Operator certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

23. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates specified below.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Date: 8/6/25



Matthew Birnie, County Manager

Attest:



Date: August 5, 2025

Daniel
Smith_BLR

Digitally signed by Daniel
Smith_BLR
Date: 2025.08.05 17:04:40 -06'00'

Daniel A. Smith, Director of Helicopter Programs

Attest:

Exhibit 1

Gunnison-Crested Butte Regional Airport Minimum Standards & Rules and Regulations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Underground Right of Way Easement; GCEA

Fiscal Impact:

Submitted by: Holly Perry for John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

UNDERGROUND

RIGHT-OF-WAY EASEMENT

1. GRANT OF EASEMENT.

The undersigned real property owner(s), **GUNNISON COUNTY** ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant(s) to **GUNNISON COUNTY ELECTRIC ASSOCIATION, INC., a Colorado cooperative electric association**, and to its agents, successors and assigns ("Grantee") (Grantor and Grantee collectively the "Parties"), the following:

A perpetual easement and right-of-way (the "Easement"), running with the land, for the erection, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance, reasonable expansion and operation of underground electric transmission and distribution lines and any other underground communication or utility facilities, and other equipment and fixtures (collectively the "Lines"), with the right to alter, repair, maintain, upgrade and remove the same, in whole or in part, at any time, which Easement and right-of-way shall extend **10 feet on each side of the center of the line** over, across, and under the real property described on the attached Exhibit A (the "Real Property"), situated in **Gunnison County, Colorado**, and, if available, as more particularly depicted on the plat or drawing attached as Exhibit B, both Exhibits being incorporated by reference. The Easement is subject to the additional provisions set forth below.

2. TERMS OF EASEMENT.

- A. Grantee shall have the right of ingress and egress across the Real Property for any purpose necessary in connection with the erection, construction, reconstruction, replacement, upgrade, removal, maintenance and operation of the Lines and facilities and that such right of ingress and egress shall be considered a covenant which runs with the land. Such ingress and egress shall be exercised in a reasonable manner.
- B. Grantor further grants and conveys to Grantee, its agents, successors and assigns, a non-exclusive easement to use all roads or trails existing on the Real Property, for ingress and egress across Grantor's property, including the right to maintain and repair as necessary in connection with the erection, construction, reconstruction, replacement, removal, upgrade, maintenance and operation of the Lines.
- C. Grantee shall also have the right at any time to cut, remove, clear away, trim and control, by any reasonable means, including machinery or otherwise, any and all trees, brush and shrubbery whether within the Easement or adjacent thereto, which now or hereafter, in the sole and exclusive opinion of Grantee, may interfere with the safe construction, operation and maintenance of the Lines and related equipment used in connection therewith.
- D. Grantee shall also have the right to install, maintain and use gates in all fences which now or might hereafter cross or be adjacent to the Easement.
- E. Grantee shall at all times exercise due care and diligence to avoid damage to the fences, crops, livestock and other personal property on the Real Property.
- F. Grantor, its successors, heirs or assigns, shall not allow any building or other structures, hay or haystack, trees or other combustible material or property to remain or to be placed above, under or near the Lines in such a manner as to interfere with the safe operation or maintenance of the Lines or in any such manner as in the opinion of Grantee might result in damage to the property of either party from fire or other cause. Upon receipt of written notice from Grantee identifying material, structures or property deemed by Grantee to interfere with the safe operation or maintenance of the Lines, Grantor, its

successors, heirs or assigns shall remove the material, structures and property within ten (10) days thereafter. To the extent permissible by law, if there is a failure to do so within ten (10) days, Grantee, its agents, successors or assigns shall have the right to remove the material, structures or property and collect the costs of such removal from Grantor, his or her successors or assigns.

G. Grantor, his or her successors, heirs or assigns, agrees that all Lines and other facilities installed by Grantee on the Real Property at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of the Grantee; provided, however, that any fences, gates, culverts or ditches constructed by Grantee may be conveyed to Grantor on such terms and conditions and at such times as may be mutually agreed upon by Grantor and Grantee.

H. Grantor shall be entitled to the full use and enjoyment of said premises, subject only to the prior rights of Grantee herein conveyed; provided, however, that Grantor its successors, heirs or assigns may require any subsequent grantees who may acquire any interest in the Easement to enter into a joint use and maintenance agreement with Grantee, and that this covenant shall be deemed to run with the land.

I. Grantor covenants that it is the owner of the lands described in attached Exhibit A, and is or are authorized to execute this Easement, and that this Easement is binding upon the heirs, successors and assigns of Grantor.

J. Grantor shall not alter the grade once the cable has been placed as to cause the cable depth to be deeper than 48 inches or shallower than 36 inches.

IN WITNESS WHEREOF, the undersigned has set its hand(s) on this ^{12th} ~~3rd~~ day of ^{August} ~~June~~, 2025.

GRANTOR: 

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss
County of Gunnison)

The foregoing instrument was acknowledged before me this 12th day of August, 2025 by Matthew Birnie.

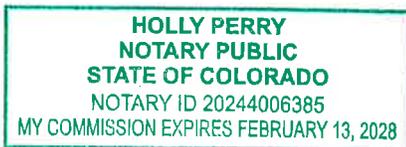
WITNESS my hand and official seal.

My commission expires: 2/13/28

(SEAL)



Notary Public





County Shop

Easement Request
652.13 feet
10 feet on either side
of centerline

Existing Underground
Three Phase
Infrastructure

PAWS

26651

26601

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Jackalope Service

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Updated janitorial agreement for Blackstock

Fiscal Impact: 50050

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 Jackalope Services LLC, whose address is: P.O. Box 1412, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Fifty Two

Thousand Fifty and No/100 U. S. Dollars (\$52,050.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Jackalope Services LLC
P.O. Box 1412
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Annual Deep cleaning: \$3,075 (currently \$2900)
2. Daily cleans: \$43,575 (\$175 x 249 billable days) (currently \$165 daily - we do not bill for federal holidays bc the office is closed)
3. Insurance fees: \$5,400 (current \$5100 annually)

Total annual bid: \$52,050

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cancer Prevention and Early Detection Budget Incre

Action Requested: Other Please Review and Acknowledge

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins:

Term Ends:

Grant Contract #:

Summary:

As previously communicated, the Women's Wellness Connection (WWC) program received its Notice of Award from the Centers for Disease Control and Prevention (CDC) for Fiscal Year 2025-2026. Because of this, the Cancer Prevention and

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



COLORADO
Department of Public
Health & Environment

To: Gunnison County Dept. of HHS

From: Emily Kinsella, WWC Section Manager
Ian Kahn, Cancer Programs Manager

Date: August 2025

Subject: Cancer Prevention and Early Detection Budget Increase for Fiscal Year 2025-2026

As previously communicated, the Women’s Wellness Connection (WWC) program received its Notice of Award from the Centers for Disease Control and Prevention (CDC) for Fiscal Year 2025-2026 (FY26: June 30, 2025 to June 29, 2026).

Because of this, the Cancer Prevention and Early Detection (CPED) team will be adding funds to your contract, however, it will not be as much as was planned when your budget was originally negotiated.

CPED will offer your organization the following additional funds for the FY26 budget period (June 30, 2025 to June 30, 2026):

Health Navigation and Clinical Services (HNCS) Strategy Program Administration and Budget Management budget increase (Direct Costs)	\$8,129.31	
The Community Outreach (TCO) Strategy budget increase (Direct	\$21,052.59	



Costs)		
Total Additional Direct Costs	\$29,181.90	
Additional Indirects	\$4,669.10	<p>Your organization may have up to this amount in indirect costs, however, organizations that use the Modified Total Direct Costs (MTDC) as the base for their indirect rate, including those who are using the de minimis (10% of MTDC) rate must exclude indirect costs for equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, participant travel costs, and subcontractor costs in excess of \$25,000.00 when calculating indirect costs.</p> <p>Indirect rate calculations are based on the indirect rate used in the original budget. Organizations can use their updated rate on the budget, if applicable, if they choose.</p>
Total Increase	\$33,851.00	
NEW TOTAL CONTRACT BUDGET AMOUNT (with increase)	\$57,046.00	Please note that the final amount included in the contract budget will be rounded to the nearest whole dollar and may differ slightly from this amount due to negotiations and corrections.

eCaST Budget

Your organization's Health Navigation and Clinical Services (HNCS) Strategy eCaST Budget will be revised on the Grant Management tab of your Action Plan. Please acknowledge this revised budget amount when notified.

Revised Goals

Your organization's Health Navigation and Clinical Services screening goals will be revised on the HNCS for Uninsured/Underinsured tab of your Action Plan. Please acknowledge these



revised goals when notified, or you may negotiate them with your CPED Organization Lead, if needed.

Your organization's Community Outreach direct assistance goal has been revised on the TCO tab of your Action Plan. Please acknowledge this revised goal or you may negotiate it with your CPED Organization Lead, if needed.

FY26 Budget Increase Negotiation and Contract Modification Steps

- By end of day **Friday, August 22nd**: Submit a draft budget revision to your CPED Organization Lead (Ivy Hontz or Kris McCracken).
 - Utilize the attached budget modification template which has been pre-populated with your organization's current (state-only) FY26 budget.
 - Please complete column J of the template to indicate where you would like increases. You may also add new budget lines.
 - CPED recommends using your originally approved FY26 budget as a starting point. Please contact your CPED Organization Lead if you need a copy of that budget.
 - Reference the appropriate [Budget Guidance document](#) (Health Systems [including Government Organizations] or Community-Based Organizations).
 - You may also make any other budget adjustments that may be needed.
 - If modifications are made, please add "change" to the bottom of description and write why the change is being made.
- If you would like to schedule an appointment with your Organization Lead to discuss this budget increase before or after the due date for the draft budget:
 - Please [use this link](#) to schedule with Kris McCracken. If you are unable to access this link, please email Kris McCracken (Kris.McCracken@state.co.us) to schedule an appointment.
 - Please [use this link](#) to schedule with Ivy Hontz. If you are unable to access this link, please email Ivy Hontz (ivy.hontz@state.co.us) to schedule an appointment.
- Before **August 22nd**: Please ensure that your organization's Primary Program Contact, Contract Administrator, Signature Authority and DocuSign Contact are correct in the Agency Management System.
- Budget revisions will be reviewed by WWC's fiscal officer and may be adjusted slightly to meet formatting and description requirements. You may also be asked for additional revisions. Your CPED Organization Lead will send you the final version of your budget revision once it is approved.
- Prevention Services Division (PSD) contracting staff will create and route contract modifications.



Please be aware that your organization may not use these additional funds until the contract modification has been signed by all parties and is fully executed by the State Controller.

Contact your CPED Organization Lead with any questions.



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Local Planning and Support Dollars; Health and Hum

Action Requested: Other Board acknowledgement of Funding

Parties to the Agreement: Colorado Department of Public Health & Environment (CDPHE)

Term Begins: 7/1/2025

Term Ends:

Grant Contract #: 23 FAA 00023 Option Letter #:

Summary:

Per Capita funding for Public Health from State General Funds from CDPHE Office of Practice, Planning and Local Partnership

Fiscal Impact: 127,694

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/31/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 7/31/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/31/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



CDPHE Planning and Partnerships - CDPHE, cdphe <cdphe.edplanningandpartnerships@state.co.us>

OPHP LPSD FY25-26 Award Announcement

1 message

OPHP - CDPHE <holland.shultz@state.co.us>

Thu, Jun 12, 2025 at 11:20 AM

Reply-To: ophp@state.co.us

To: jreynolds@gunnisoncounty.org

Cc: ophp@state.co.us

Hello Gunnison County Dept of Health and Human Services,

This email serves as the award announcement communication for the Local Planning and Support Dollars (LPSD) + Maternal Child Health (MCH) combined contract that will be renewed for FY25-26. The funding period will be July 1, 2025 - June 30, 2026.

Gunnison County Dept of Health and Human Services will receive \$127,694.00 LPSD funds for FY2025-26.

Due to delays on the Maternal Child Health Notice of Award from the CDC, this award amount is ONLY for the CDPHE Local Planning and Support Dollars. MCH will be reaching out to grantees when more information is available.

You may see a slight variation in your LPSD award amount due to updated DOLA population estimates.

Please see your FY2024-25 Amendment for the current SOW, it will not change for the FY25-26 renewal. This funding period will be renewed by option letter (LPHA does not need to sign). A copy of the CDPHE signed option letter will be sent to you upon completion.

Please join our OPHP Quarterly Office Hours Wednesday, June 18th at 1:00 pm that will focus on the FY25-26 state fiscal year end renewals. This meeting will be recorded and posted on the OPHP Funding Webpage linked below, for anyone that cannot attend the live meeting.

For more information please see our [OPHP Funding Webpage](#) and specifically [LPSD Webpage](#).

For additional questions and concerns please contact OPHP at ophp@state.co.us.

--

Best regards,

Office of Public Health Practice, Planning, & Local Partnerships (OPHP)



COLORADO
Department of Public
Health & Environment

4300 Cherry Creek Drive South, Glendale, CO 80246

ophp@state.co.us | <https://www.colorado.gov/pacific/cdphe-lpha>

TASK ORDER

<p>State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>
<p>Master Task Order Contract Number 23 FAA 00023</p> <p>Task Order Number 2024*0701</p>	<p>Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023</p>
<p>Task Order Maximum Amount</p> <p>Initial Term</p> <p style="padding-left: 40px;">State Fiscal Year 2024 \$246,450.00</p> <p style="padding-left: 40px;">Total for All State Fiscal Years \$246,450.00</p>	<p>Task Order Expiration Date November 30, 2027</p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<p>Pricing/Funding Price Structure: Fixed Price Contractor Shall Invoice: Once Funding Source: Federal \$246,450.00</p>	<p>Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Not Applicable</p> <p>Procurement Method: Exempt Solicitation Number (if any): Not Applicable</p>
<p>State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us</p>	<p>Contractor Representative Joni Reynolds Public Health Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions 	
<p>Contract Purpose To advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.</p>	

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0701
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Amendment Contract Number: 2024*0701 Amendment #1
Contract Performance Beginning Date: 7/1/2023	Current Contract Expiration Date: 11/30/2027
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0701	\$246,450.00	\$0.00	\$0.00	7/1/2023- 11/30/2027	\$246,450.00
Amendment #1	2024*0701 Amendment #1	\$0.00	\$0.00	\$0.00	11/1/2023- 11/30/2027	\$0.00
Current Contract Maximum Cumulative Amount						\$246,450.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR</p> <p align="center">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <hr/> <p align="center">By: Signature</p> <p>Matthew Birnie</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>Joni Reynolds</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **November 1, 2023**, whichever is later, and shall terminate on the termination of the Task Order Contract or **November 30, 2027**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to **advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.**

The Parties now desire to **make a no cost change** for the following reason: **update the Statement of Work, Budget and Federal Provisions.**

5. MODIFICATIONS

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

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

B - Statement of Work, attached to this Amendment for the following reason: highlighted updated deliverable due dates.

- D. The Parties now agree to modify **Exhibit C - Budget** of the agreement. **Exhibit C - Budget** is deleted and replaced in its entirety with **Exhibit C - Budget**, attached to this Amendment for the following reason: highlighted updates to budget language.
- E. The Parties now agree to modify **Exhibit D- Federal Provisions**. **Exhibit D -Federal Provisions**, is deleted and replaced in its entirety with **Exhibit D - Federal Provisions**, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

6. **LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

Amendment Contract Number: 2024*0701 Amendment #1

EXHIBIT B**STATEMENT OF WORK**

To Original Contract Number 2024*0701 Amendment #1

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

1. Project Description:

This project serves to advance Colorado’s public health and environmental workforce capacity through public health transformation. Public health transformation will grow, sustain, and diversify the public health workforce by strengthening the public health workforce’s capacity for planning, development, management, forecasting, and quality improvement efforts. The Colorado Department of Public Health & Environment (CDPHE) will use the Centers for Disease Control and Prevention (CDC) grant funds to strengthen partnerships and build resilience among Colorado’s public health workforce in 53 local public health agencies (LPHAs). The LPHAs shall use the funds to grow and sustain the workforce capacity. With a thriving workforce, local public health agencies will be enabled to support local communities in a larger way. The CDPHE’s Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. Infrastructure: The CDC grant titled, “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems.”

3. Work Plan:

Goal #1: Advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.	
Objective #1: No later than the expiration of the contract, support the Colorado public health workforce.	
Primary Activity #1	1. The Contractor shall create a final project budget.
Sub Activity #1	1. The Contractor shall track the spend down of the award. 2. The Contractor shall update Infrastructure award budgets to show the spend down progress.
Primary Activity #2	1. The Contractor shall complete a standard progress report every 3 months.
Primary Activity #3	1. The Contractor shall create a five year workplan utilizing workforce activities in the CDC sample activities document: https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf
Primary Activity #4	1. The Contractor shall attend the following meetings with CDPHE: a) a Post-award meeting and b) annual program check in meetings.
Primary Activity #5	1. The Contractor shall create a final report.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. 2. CDPHE will schedule the annual check in meetings with the Contractor within 45 days of contract execution. 3. The Contractor shall comply with all funding requirements. 4. The Contractor shall communicate any projected budget changes that result in a new budget line item or are over 25% of the total budget to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes. 5. The Contractor shall use the CDPHE budget template for the final project budget. 6. The Contractor shall use the CDPHE 3 month Progress Report and Final Progress Report Templates. 7. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, the following templates: <ol style="list-style-type: none"> a) a CDPHE Budget Template, b) a 3 month Progress Report Template, and c) a Final Report Template. 8. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided. 9. Contractor shall submit technical assistance questions to CDPHE to receive technical assistance from the Component B national grantees. 10. CDPHE will create a technical assistance intake form. 11. CDPHE will provide the required workplan template to the Contractor within thirty (30) days from contract execution. 12. The Contractor shall upload the required workplan and budget via the link supplied by CDPHE. 13. The Contractor shall complete a final report within sixty (60) days of all funds being spent, and no later than November 30, 2027. 							
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increase the public health workforce. 2. Retention of the public health workforce. 							
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Number of: <ol style="list-style-type: none"> a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE) trained, and/or c. Full Time Equivalents (FTE) receiving retention efforts, and/or d. Interns hired. 							
<p>Deliverables</p>	<table border="1"> <thead> <tr> <th data-bbox="1258 1367 1560 1402" style="text-align: center;">Completion Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="1258 1402 1560 1528"> <ol style="list-style-type: none"> 1. The Contractor shall submit the final project budget electronically to OPHP </td> <td data-bbox="1258 1402 1560 1528" style="text-align: center;"> No later than 100 days after Contract Performance Beginning Date. </td> </tr> <tr> <td data-bbox="1258 1528 1560 1654"> <ol style="list-style-type: none"> 2. The Contractor shall submit the workplan electronically to OPHP. </td> <td data-bbox="1258 1528 1560 1654" style="text-align: center;"> No later than 100 days after Contract Performance Beginning Date. </td> </tr> <tr> <td data-bbox="1258 1654 1560 1808"> <ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. </td> <td data-bbox="1258 1654 1560 1808" style="text-align: center;"> Due every February 1st, May 1st, August 1st, and November 1st until final progress report. </td> </tr> </tbody> </table>	Completion Date	<ol style="list-style-type: none"> 1. The Contractor shall submit the final project budget electronically to OPHP 	No later than 100 days after Contract Performance Beginning Date.	<ol style="list-style-type: none"> 2. The Contractor shall submit the workplan electronically to OPHP. 	No later than 100 days after Contract Performance Beginning Date.	<ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. 	Due every February 1st, May 1st, August 1st, and November 1st until final progress report.
Completion Date								
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<ol style="list-style-type: none"> 3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down. 	Due every February 1st, May 1st, August 1st, and November 1st until final progress report.							

	4. The Contractor shall submit a Final Progress Report electronically to OPHP.	No later than 60 days after all funds were spent, and no later than Nov. 30, 2027
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4. Monitoring:

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

5. Resolution of Non-Compliance:

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

BUDGET



I. ENTITY NAME: GUNNISON COUNTY DEPT OF HEALTH AND HUMAN SERVICES

II. BUDGET:

CONTRACT MAXIMUM CANNOT EXCEED	TOTAL
TOTAL	\$246,450.00

Exhibit D**Federal Provisions - Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation**

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

1) Federal Award Identification.

- a. Subrecipient: Gunnison County Dept of Health and Human Services.
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NE11OE000089**.
- d. The Federal award date is **November 29, 2022**.
- e. The subaward period of performance start date is **December 1, 2022** and end date is **November 30, 2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
12/01/2022 - 11/30/2023	\$34,783,995.00	\$34,783,995.00

- g. Federal award title of project or program: **Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation.**
- h. The name of the Federal awarding agency is: **Centers for Disease Control and Prevention** and the contact information for the awarding official is **Ms. Tia Yancey, Program Officer, Center for Surveillance, Epidemiology and Laboratory Services (CSELS), tby4@cdc.gov**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.967** and the grant name is **CDC Collaboration with Academia to Strengthen Public Health.**
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);

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

- applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
 - 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
 - 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
 - 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.
 - 18) **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).** Consistent with 45 CFR 75.112, applicants must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Dawn Amaker, Grants Management Specialist
 Centers for Disease Control and Prevention
 Branch 3
 2939 Brandywine Rd, Cube 2222, MSTV-2
 Atlanta, GA 30341
 Email: qtr5@cdc.gov (include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW
 Cohen Building, Room 5527
 Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; T&A Enterprises;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 8.1.25

Term Ends:

Grant Contract #:

Summary:

updated janitorial agreement for Courthouse

Fiscal Impact: 73200

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services 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 Seventy Three

Thousand Two Hundred and No/100 U. S. Dollars (\$73,200.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: T&A Enterprises
P.O. Box 7188
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the Gunnison County Courthouse building

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 200 East Virginia, Gunnison, CO 81230, in agreement with the work scope attached "Exhibit A"

Proposal: Monthly janitorial -----\$6100.00

Respectfully yours,

Ted Alanko

Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Nomad Drafting an

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

design agreement to develop permit-ready plans to build the replacement shop for the fairgrounds.

Fiscal Impact: 3400

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 Nomad Drafting and Design, LLC, whose address is 104 Emerald Ln. Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Fairgrounds Master Plan Implementation 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 Three

Thousand Four Hundred and No/100 U. S. Dollars (\$3,400.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

(\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any

manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

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

Contractor: Nomad Drafting and Design
104 Emerald Ln.
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By:  _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

NOMAD DRAFTING AND DESIGN, LLC

104 Emerald Ln.
Gunnison, Colorado 81230

Scope of Work for Agreement to Perform Drafting and Design Services to Gunnison County Colorado – Gunnison Fairgrounds - New Shop/Garage – Gunnison, Colorado

Date:	Services Performed By:	Services Performed For:
7/31/2025	Nomad Drafting and Design, LLC 104 Emerald Ln. Gunnison, Colorado 81230	Gunnison County Colorado 200 E. Virginia Ave. Gunnison, Colorado 81230

Introduction:

Thank you for the opportunity and consideration of Nomad Drafting and Design to assist with this project in Gunnison, Colorado (Gunnison Fairgrounds). It is my pleasure to provide you with the following scope of work for the Gunnison County Colorado Fairgrounds – New Shop/Garage design located at 275 S. Spruce St. Gunnison, Colorado. My scope of work and fee proposal is based on preliminary information provided by you, the Client and discussions on previous phone calls, emails and with similar projects in the area.

Project Description:

- This project consists of a new 43'-0" x 30'-0" / 1,290 sq. ft., Single story Shop/Garage. Exact sizes of design are still to be determined; sizes are approximate and are based off of conceptual design examples provided by the Client.
- Main Level Shop/Garage ~ 1,290 sq. ft.

Note: Please note that these sizes and square footage are based on the conceptual design ideas provided by the Client in turn for the concept design of a new Shop/Garage.

Scope of Work:

PHASE 1: Concept-Schematic Design

Nomad Drafting and Design will prepare a concept-schematic design based on the preliminary evaluation and understanding of the initial information provided by the Client and review the concept design with the Client for approval. This fee estimate is based on a single conceptual design. Multiple designs concepts may result in significantly higher fees. Nomad Drafting and Design will provide the following services:

- Preliminary meeting to discuss/define the project and Client objectives (Preliminary meeting completed with Client over the phone and emails, meeting with Client (if requested), 1 site visit &

- meeting to confirm site conditions and review preliminary plans, meet again if requested by Client or Contractor.)
- Perform preliminary code and local government requirements analysis.
- Review project with respect to 2021 Colorado Model Electric Ready and Solar Ready Code.
- Preliminary site plan ~ Develop with Client, Civil Engineer (If needed), and Contractor
- Develop floor plan (Concept floor plan provided by Client), elevations and building section/typical wall section.
- Provide Design Preliminary Plans package if a design approval is requested/required by a Homeowners Association, Design Review Committee, or local building authority approved by Client.

Phase 1 – Deliverables:

- Preliminary Architectural Floor Plan
- Preliminary Elevations
- Preliminary Building Section
- Preliminary Site Plan

Phase 1 T&M Estimated Fee: \$680

PHASE 2: Design Development

Based upon the Client’s approval of the Concept-Schematic Design, and the Client’s authorization of any adjustments in the project requirements, Nomad Drafting and Design will provide the following services:

- Prepare foundation plan.
- Prepare preliminary structural framing plan.
- Review design with Client attending a meeting, video meeting or email for approval from Client.
- Project coordination, reviews, redlines with contracted licensed Project Engineer.

Phase 2 – Deliverables:

- Structural foundation and structural framing plans defining typical framing conditions and the described lateral and vertical force resisting system defined by the contracted licensed Project Engineer.

Phase 2 T&M Estimated Fee: \$1,190

PHASE 3: Construction Documents

Based upon the Client’s approval of the Design Development Documents, Nomad Drafting and Design will prepare Construction Documents. The Construction Documents will illustrate and describe the new construction and consist of drawings and specifications set forth in materials, systems, and other requirements for construction of the work. The Construction Documents phase will include the following tasks:

- Final project coordination, reviews, redlines and final approval with Client.
- Final project coordination, reviews, redlines and final approval with contracted licensed Project Engineer.
- Architectural drawings for submittal, bidding, and construction.

- Structural drawings for submittal, bidding, and construction.
- Set of drawings (Structural plans only) sealed by a structural Engineer registered in the State of Colorado.
- Any drawings sealed by an Architect, or other engineer practices are not included in this scope of services.
- Respond to jurisdictional comments and make drawing revisions as needed.

Phase 3 – Deliverables:

Construction Document Set (Structural plans only) sealed by a Professional Engineer including:

- Project Requirements and Information/Title sheet
- Site Plan
- General Notes/Structural Notes
- Architectural Plans
- Architectural Elevations
- Architectural Building/Wall Section
- Mechanical & Solar Ready Plans
- Foundation Plan
- Framing Plans
- Foundation & Structural Section Details

Phase 3 T&M Estimated Fee: \$1,530

PHASE 4: Construction Administration

This phase will include support through substantial completion of the project. Nomad Drafting & Design will respond to questions and RFI's during construction and if requested by Client make one site visit to observe the construction while in progress. Typical tasks may include:

- Review of submittal documents, review of construction material submittals, and assist Client/Contractor responding to structural request information.
- Requested site visits to observe construction.

Phase 4 T&M Estimated Fee: \$TBD

Phase 99: Additional Services

Periodically during the project, additional services are requested that were not part of the original scope of work. Nomad Drafting and Design set up an additional service phase for any of those types of requests. No work will be performed under this phase without prior notification to and authorization from the Client. Additional services could include the following tasks:

- Alternate concept designs requested by the Client.
- Design changes requested by the contractor.

Statement of Work

- Additional site visits as requested by the Client not included above: limited to work progress and general adherence to Construction Documents with findings reported directly to the Client. All site visits and evaluations are on a time and material basis.
- Evaluating any existing conditions at the project site, not identified to Nomad Drafting and Design prior to this proposal.
- Assistance in resolving contractor errors.
- Revisions to Construction Documents that have already been completed and or approved.
- Updating design and documents for major scope changes including, but not limited to, construction area, schedule, project delivery method, expedited review of submittals during construction, cost and significant revisions to foundation design and/or other disciplines that may have an impact on the design/structure.
- Procurement or bidding services.
- The estimate is based on the current scope of work. Should the project require additional time due to unforeseen complexities as listed above or revisions beyond the original scope, an additional services fee of up to 10-20% may be billed. Any such changes will be communicated and approved prior to proceeding.

Phase 99 T&M Estimated Fee: TBD

Client Responsibility

Nomad Drafting and Design assumes completion of the following tasks by the Client or Clients representative:

- Communication with Nomad Drafting and Design about the project requirements and cost/budget restraints.
- All necessary reports, drawings, and surveys of existing conditions. Sealed geotechnical engineering report and foundation recommendations.
- Copies of communication between consultants, construction, authorities, inspection agencies, etc., that may impact the services by Nomad Drafting and Design will be provided.
- Plans for the manufactured, pre-engineered trusses.
- Construction cost estimating is outside this scope of work but may be provided by a Contractor selected by the Client. Nomad Drafting and Design will provide coordination services, if requested by the Client.

Project Exclusions

The following services are not included in this Agreement:

- Civil Engineering of any kind (i.e.: drainage/water management plans, water & sewer design.) Civil design work, if needed will be done by a contracted licensed Civil Project Engineer.
- Surveying services of any kind.
- Geotechnical report or geological hazards evaluation. – If required by County.
- Homeowners' association meetings, County meetings, permit applications or fees of any kind associated with this project.

Reimbursable Expenses

The following expenses are not included in the total fee amount listed below and must be reimbursed:

- Expenses will be charged on a time and material basis.
- Travel expenses (if required): \$0.625/mile to and from property/project location and 75% of billable hourly rate for travel time (\$63.75/hr.) and 100% of billable hourly rate once at project site (\$85.00/hr.)
- Expense of plan copies and scanning (cost per business used for this expense).
- Postage, express mailing, or freight.

Billing

Billing will occur every 2 weeks based on the percentage of completion of the above Phases. Payment is due from the Client within 14 days after the date of billing. Interest on unpaid or past-due bills shall accrue at 1.5% per month (18.0% A.P.R.). In the event that any sum is not paid timely, the Designer shall be entitled to recovery of all costs of collection, including reasonable attorneys' fees and costs.

Standard of Care

Services rendered under this Agreement are performed with care and skill ordinarily exercised by professionals practicing under the same/similar circumstances, in the same/similar locality at the same time the work is performed.

Termination of this Agreement

This Agreement may be terminated by either party upon no less than seven days written notice in the event of non-performance or non-payment. In the event of termination, the Designer shall be paid for services performed prior to the termination notice date plus reasonable termination expenses. This Agreement expires if not signed by the Client and returned to the Designer within 15 days of the date above within this Agreement. This Agreement expires 2 months after it is signed if the Client or any representative of the Client does not allow progress in the design/project during that time period, and should this occur, the parties may reinstate or renegotiate this Agreement.

Limitation of Liability

In no event shall Nomad Drafting and Design be liable for indirect, consequential, incidental, or lost profits arising out of this agreement. The Laws of the State of Colorado will govern this agreement.

DISCLAIMER:

Nomad Drafting and Design, LLC is a drafting and conceptual design service only. Nomad Drafting and Design, LLC is NOT A LICENSED ENGINEER OR ARCHITECT. Nomad Drafting and Design, LLC will prepare the plans based on information provided to Nomad Drafting and Design, LLC by the Client/Contractor. Client hereby

Statement of Work

agrees to hold harmless Nomad Drafting and Design, LLC and its owners, members, agents, employees, and representatives (“Nomad”) from and against any and all claims, damages, losses, injuries and expenses, including but not limited to attorneys’ fees and legal costs, arising out of, or related to, the design plans, specifications, and other tasks of Nomad that are subject of this agreement. The drawings provided are intended to depict the design and build of a new shop/garage. Nomad Drafting and Design, LLC has not performed any engineering or design services for this project, nor has Nomad Drafting and Design, LLC independently verified information supplied. The designs provided herein are general recommendations and are not specific for this project. The design Engineer shall review all soils testing and all plans/details prior to construction. It is the design Engineer’s and Contractor responsibility to ensure that the plans/details provided herein meet or exceed the National, State or Local requirements and to ensure that the plans/details provided herein acceptable for this project. All specified plans/details for this project must be stamped by a licensed ENGINEER. Contractors shall review all manufacturers’ shop drawings and verify dimensions and types of connections. Installation of manufactured trusses, floor joists, built-up headers, beams, and girders, etc. shall be in strict compliance with the manufacturer’s recommendations and drawings.

Fee Schedule

This scope of work and proposal is a good faith estimate of the time and cost necessary to complete the work outlined above and to provide the deliverables shown. Fees are based on a Time & Material/Hourly rate estimate, not to exceed 40 hrs. (+/- 1.1% of estimated Construction Costs) to complete each Phase. A 20% retainer fee is required upon signing this proposal to secure project scheduling and initiate work (Retainer will be sent separately). If the total time needed exceeds the estimated total; all Additional Time will be on Phase 99 Additional Services. Fees for each Phase are outlined as follows:

Summary	Fee Amount	Fee Basis
Phase 1 – Concept-Schematic Design	\$680	Time & Materials
Phase 2 – Design Development	\$1,190	Time & Materials
Phase 3 – Construction Documents	\$1,530	Time & Materials
Phase 4 – Construction Admin.	\$TBD	Time & Materials
Phase 99 – Additional Services	\$TBD	Time & Materials
TOTAL ESTIMATED FEE:	<u>\$3,400</u>	

Statement of Work

Thank you so much for the opportunity to submit this proposal. I am excited at the opportunity to be a part of this project. These proposed fees are based upon current knowledge of the project and the current site conditions. Please, if any additional information becomes available feel free to forward that information for an updated proposal. If the scope of work or overall objectives of the project change, these fees can be adjusted to reflect the new circumstances.

I very much look forward to collaborating with you. If you have any questions, concerns, or comments, please feel free to contact me directly at (970) 596-8496 or my email: damon@nomaddraftingdesign.com.

Sincerely,



Damon W. Parker
Senior Designer/Owner
NOMAD DRAFTING AND DESIGN, LLC

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

John Cattles – Gunnison County
Colorado

NOMAD DRAFTING AND
DESIGN, LLC

By: _____
Name: John Cattles
Title: Assistant County Manager of
Operations and Sustainability



By: _____
Name: Damon W. Parker
Title: Senior Designer/Owner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Department of Human Services; Ba

Action Requested: Other Please acknowledge

Parties to the Agreement: State of Colorado Department of Human Services

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Division of Child Welfare (DCW) is providing a funding opportunity to support the Balance of State (BOS) county departments of human/social services to identify and address system disproportionality, equity, diversity, and inclusion in child welfare through the development of family voice

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/11/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



STATE OF COLORADO
Department of Human Services

ORDER		*****IMPORTANT*****				
Number:	PO,IHFA,202600002065	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	7/2/25	BILL TO				
Description:	Balance of State - Gunnison County	CHILD WELFARE 1575 SHERMAN ST. 2ND FL. DENVER, CO 80203				
Effective Date:	07/02/25	SHIP TO				
Expiration Date:	09/30/25	CHILD WELFARE 1575 SHERMAN ST. 2ND FL. DENVER, CO 80203				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:	Shannon Robinson	Delivery/Install Date:				
Email:	shannon.robinson@state.co.us	FOB:				
VENDOR		VENDOR INSTRUCTIONS				
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248						
Contact:						
Phone:						
EXTENDED DESCRIPTION						
The Division of Child Welfare (DCW) is providing a funding opportunity to support the Balance of State (BOS) county departments of human/social services to identify and address system disproportionality, equity, diversity, and inclusion in child welfare through the development of family voice projects. Grants will be made to counties to implement a Continuous Quality Improvement (CQI) process to gather constituent feedback and identify areas needing process, program, or policy improvement. Counties receiving grants will share lessons learned with DCW and other county partners to lead local and statewide considerations for systemic changes.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	\$20,000.00	<input type="checkbox"/>
Description: Balance of State - Gunnison County						
Service From: 07/02/25			Service To: 09/30/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$20,000.00						

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; DeLoera Cleaning

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

updated HHS janitorial agreement

Fiscal Impact: 30000

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 DeLoera Cleaning LLC, whose address is 2388 Hwy. 135, #14, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services 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 Thirty

Thousand and No/100 U. S. Dollars (\$30,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: DeLoera Cleaning LLC
2388 Hwy. 135, #14
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Janitorial Services Bid Proposal

July 13,2025

Thank you for the opportunity to submit a proposal for janitorial services at Gunnison County Health & Human Services building. We are committed to providing professional, consistent, and cleaning services tailored to your facility's needs.

Facility Details:

- Building Size: 11,376 sq ft
- Cleaning Frequency: 5 days per week (Sunday - Thursday)
- Client provides all supplies and equipment
- Includes 1 yearly deep clean

Spaces Included in Regular Cleaning

- 29 offices (some shared areas)
- 1 conference room
- 1 break room
- 2 family rooms (one with sink; one is a nursing room)
- 2 client meeting rooms
- 2 entryways
- 1 lobby
- 2 large bathrooms
- 2 handicap bathrooms
- 2 outdoor trash cans to be emptied

Scope of work

- Daily trash removal (including outdoor cans) and relining
- Dusting and wiping of all surfaces, desks, and furniture
- Disinfection of high-touch surfaces (door handles, light switches,etc.)
- Cleaning of all restrooms (toilet, sinks, mirrors, floors)
- Mopping and vacuuming of all floors
- Breakroom cleaning
- Glass spot cleaning in lobby/entryways
- Annual deep cleaning (floors, vents, baseboards, bathrooms,etc.)

Proposed Pricing:

Considering the size of the building, frequency, and scope of work, our proposed pricing for the full janitorial service, including 1 annual deep cleaning, is as follows:

- Monthly Rate: \$2,500.00
- Annual Total: \$30,000

We are confident in our ability to maintain a clean, healthy, and welcoming environment for your and visitors. We appreciate your consideration and look forward to the opportunity to work with you.

Sincerely,

De Loera Cleaning LLC
Adriana Ramos/Owner
(970) 417-7309
deloeracleaningllc@gmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; STOR Committee CPW Regional Par

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

STOR is submitting a grant application to CPW for funding.

Fiscal Impact: 10000

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/11/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community & Economic Development
To: Board of County Commissioners
Date: August 8, 2025
Re: STOR Committee CPW Regional Partnership Initiative Grant Application

Overview

The Sustainable Tourism and Outdoor Recreation (STOR) Committee is preparing a grant application to Colorado Parks & Wildlife's Regional Partnership Initiative (RPI). The application seeks funding under the Capacity, Plan Development, and Early Wins category to:

1. **Update the STOR Charter and Regional Plan** in alignment with Colorado's Outdoors Strategy.
2. **Strengthen coalition capacity** through staff support and coordinated implementation.
3. **Deliver targeted early win projects** that advance shared recreation, conservation, and climate resilience goals.

Early Win Projects

- **Wet Meadow Restoration** – \$40,000: Site selection, ecological assessment, and monitoring for riparian restoration in priority wildlife habitat.
- **Agricultural Gate Installations** – \$30,000: Up to 10 gates installed where grazing allotments and recreation trails intersect on public lands.
- **Stewardship Coordinator, Public Lands & Ranger Capacity** – \$180,000: Funding for the Gunnison County Stewardship Coordinator and seasonal field staff for trail maintenance, campsite restoration, visitor education, and signage.
- **Wildlife Crossing Planning** – \$100,000: Stakeholder coordination and preliminary planning for wildlife corridor infrastructure.

Budget Summary

- **County Contribution:** \$10,000 cash + In-kind staff. Staff will include the cash amount in the Community Development department budget for 2026. This is a significant opportunity to continue to receive grant funds to support the Stewardship Coordinator and STOR projects.
- **Requested RPI Funds:** \$350,000

- **Match/Leverage:** In-kind contributions from Gunnison County, CBMBA, Gunnison Trails, Upper Gunnison River Water Conservancy District, and agency partners through staff time, equipment, and materials.

Next Steps

If awarded, Gunnison County will serve as the applicant and fiscal sponsor. The updated STOR regional plan and early win project outcomes will position the County and partners to apply for Phase 2 RPI implementation funding in future years.

Recommendation

Staff recommends the Board approve submission of the RPI application and sign the accompanying letter of support.



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

August 19, 2025

Colorado Parks & Wildlife
c/o Carlee Koutnik, Deputy Director
6060 Broadway
Denver, CO 80216
Dear Ms. Koutnik,

The Gunnison County Board of County Commissioners (BOCC) is pleased to express our strong support for the Sustainable Tourism and Outdoor Recreation (STOR) Committee's application to the Regional Partnership Initiative (RPI) under the Capacity, Plan Development, and Early Wins category.

Since its creation by the BOCC in 2017, the STOR Committee has brought together a unique coalition of land managers, local governments, ranchers, conservation organizations, recreation advocates, and business leaders to advance shared stewardship of Gunnison County's natural resources. The Committee's mission—to balance sustainable outdoor recreation with the conservation of wildlife habitat, working lands, and community values—has resulted in innovative solutions and meaningful on-the-ground outcomes.

This proposal will strengthen the Committee's capacity to update its Charter and regional plan in alignment with Colorado's Outdoors Strategy and deliver targeted early win projects that reflect broad stakeholder consensus. These include wet meadow restoration to enhance climate-resilient habitats, agricultural gate installations to promote shared use of public lands, expanded trail stewardship and ambassador capacity to protect high-use recreation areas, and a wildlife crossing planning effort to improve habitat connectivity. Each initiative demonstrates the Committee's ability to integrate recreation, conservation, and community priorities into multi-benefit outcomes.

The BOCC recognizes the STOR Committee as an essential forum for advancing regional conservation and recreation planning and implementation. We are committed to serving as the applicant and fiscal sponsor for this proposal and will continue to provide staff, leadership, and partner coordination to ensure its success.

We respectfully urge CPW to support this application, which will position Gunnison County and the STOR Committee to complete a COS-aligned regional plan and accelerate impactful, collaborative stewardship work across our landscapes

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: Professional Services Agreement; T&A Enterprises;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 8.1.25

Term Ends:

Grant Contract #:

Summary:

updated janitorial agreement for PSC

Fiscal Impact: 16200

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services 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 Sixteen

Thousand Two Hundred and No/100 U. S. Dollars (\$16,200.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: T&A Enterprises
P.O. Box 7188
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the Public Safety Center

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 510 Bidwell Ave, Gunnison, CO 81230 in agreement with the work scope attached "Exhibit A"

Proposal: Monthly janitorial -----\$1350.00

Respectfully yours,



Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; T&A Enterprises;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

updated public works janitorial agreement

Fiscal Impact: 16200

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of August 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 T&A Enterprises, whose address is P.O. Box 7188, Gunnison, CO 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2027, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality Services 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 Sixteen

Thousand Two Hundred and No/100 U. S. Dollars (\$16,200.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

complying with any such laws and regulations.

9. 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.

10. MISCELLANEOUS.

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

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

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE.

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

19. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: T&A Enterprises
P.O. Box 7188
Gunnison, CO 81230

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

20. 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.

21. 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.

22. 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.

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

July 15, 2025

Board of County Commissioners
200 East Virginia
Gunnison, CO 81230

Re: Bid for janitorial services for the County Public Works building

In harmony with our understanding of your janitorial needs for the years 2025-26 we have the following proposal for services to be provided at 195 Basin Park Drive, Gunnison, CO 81230 in agreement with the work scope attached "Exhibit A"

Proposal: Monthly janitorial -----\$1350.00

Respectfully yours,

Ted Alanko

Owner of T and A Enterprises. Inc
970-596-2954
ta-co7s@hotmail.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Support for Regio

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Region 10 Enterprise Zone LOS

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: 8/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

August 8, 2025

Colorado Economic Development Commission

c/o Che Sheehan, EZ Program Manager

1600 Broadway, Suite 2500

Denver, CO 80202

Re: Support for Region 10 Enterprise Zone Redesignation Application & Request for Consideration of Gunnison County Enterprise Zone Designation

Dear Development Commission Members:

We are submitting this letter to express Gunnison County's intent to continue its participation in the Region 10 Enterprise Zone and our support for Region 10 League for Economic Assistance and Planning (Region 10) to serve as the Enterprise Zone Administrator. We understand that State Legislation passed in 2013 requires a review of Enterprise Zone designation at least once every ten years, during which all geographic areas are reviewed against current eligibility data.

Currently, Gunnison County has been excluded from Enterprise Zone designation, and we understand there is no formal appeal process to request one. While we fully support Region 10's redesignation application and their continued role as our regional Enterprise Zone Administrator, we also request the opportunity to make the case for Gunnison County's inclusion in the Enterprise Zone program. We believe such designation would be highly beneficial to our local businesses, providing them with valuable state income tax credits for job creation, capital investment, and business expansion—tools that can be critical for economic growth in our rural and mountain communities.

Gunnison County businesses and nonprofit organizations have received tens of thousands of dollars in total tax credits through eligible Enterprise Zone projects and contributions in other parts of the region. These tax incentives directly reduce the cost burden on employers, making it more feasible to expand operations, update equipment, and increase hiring—while also helping to attract and retain businesses in our community.

Region 10 has consistently provided essential support, including outreach on available EZ credits, management of the Salesforce portal, staff trained to respond to Enterprise Zone inquiries, and recruitment of eligible organizations to apply as EZ Contribution Projects. In 2024, the EZ Business Tax Credit Program in the Region leveraged 245 jobs and \$69.85 million in investment, while the EZ Contribution Project Program supported 30 active projects with \$2.60 million in contributions. These are meaningful investments that influence business decisions to relocate, expand, or open in our area.

We recognize that by supporting Region 10's continued administration of the Enterprise Zone, we will continue to partner with them on any future changes. We respectfully request that the State consider creating a pathway for Gunnison County to qualify for Enterprise Zone designation so that our local employers can fully benefit from this proven economic development tool.

Thank you for your consideration of both Region 10's redesignation and our request to explore Enterprise Zone eligibility for Gunnison County.

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: Commercial Lease Agreement; Gunnison Valley Region

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

lease to GVRHA for use of the Zugelder building for office space.

Fiscal Impact: 2,620/month

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/13/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/13/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2025 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the "County") and Gunnison Valley Regional Housing Authority, (the "Tenant").

RECITALS

- A. The County is the owner and operator of the 307 N. Wisconsin St., Gunnison, CO 81230 (the "Zugelder Building") and the County owns the real property located in the City of Gunnison, Gunnison County, Colorado as more particularly described in Exhibit A.
- B. The County desires to lease a portion of the Building as more particularly described in Exhibit B, (the "Leased Premises") to the Tenant.
- C. The Tenant desires to lease the Leased Premises from the County for the purpose of offices for the Gunnison Valley Regional Housing Authority and in accordance with the terms and provisions of the Lease and the County desires to lease the Leased Premises to the Tenant.

AGREEMENT

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

ARTICLE I. THE LEASED PREMISES

Section 1.01 The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease and subject to the provisions of the applicable regulations Tenant, any of its employees, agents, guests, licensees or invitees must abide by all posted.

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

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

opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is 2,620 square feet.

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

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

Section 1.06 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant’s discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (7) months (the “Term”), commencing on June 9, 2025 (the “Commencement Date”) and ending on December 31, 2025 unless terminated earlier in accordance with the terms of this Lease.

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

ARTICLE III. RENT

Section 3.01 Rent. The Tenant shall make annual rental payments (the “Annual Rent”) for the Premises payable in monthly installments in advance on the first day of each month without demand in accordance to the amounts set forth in the table below.

Months Applicable	\$ per Square Foot (combined area)	Improved Square Footage	Annual Rent	Monthly Payment
7	\$12 sq.ft./year	2620	\$18,340	\$2,620

The Tenant shall pay, as “Additional Rent,” all other payments of whatever nature that the Tenant has agreed to pay or assume under the terms and provisions of this Lease, Annual Rent and Additional Rent may be referred to collectively as “Rent.” The payment of Rent shall begin on the Commencement Date.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted at the County’s sole discretion. The County shall provide notice of rent increase 90 days prior to end of the Annual term before the rent increase shall take effect.

Section 3.03 Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230

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

Section 3.04 Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, the following repairs or maintenance to the Leased Premises shall be the obligation of the Tenant. The Tenant agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, the County agrees to: (1) keep shared parking

areas, paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (2) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

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

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

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

Section 4.05 County Provided Services. Notwithstanding the above, the County shall provide to the Tenant during the Lease, as part of the rental consideration, the following services: Maintenance of the facility including routine preventative maintenance, capital

repairs as necessary to maintain the use and occupation of the building, and regular maintenance of common spaces and exterior grounds and parking.

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

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

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

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

- (a) Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. "Detailed Plans and Specifications" means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.
- (b) The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations, including but

not limited to, for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.

- (c) The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.
- (d) The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.
- (e) All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County's reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County's cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).
- (f) All work done in connection with Alterations shall be at the Tenant's sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.
- (g) The Tenant shall ensure that at no time shall any mechanic's lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.
- (h) The Tenant shall diligently pursue construction of any approved Alterations until completion.
- (i) Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.
- (j) Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- (k) Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.
- (l) In no case shall any Alterations constitute grounds for extending the term of this Lease.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. The Tenant shall not install any sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent

of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, art work, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. All approved signs are listed in Exhibit D. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

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

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

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

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

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

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

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

Section 7.07 Casualty Damage.

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

opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

Section 7.08 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The Tenant agrees to release, hold harmless and indemnify the County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building, caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S

BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum rate permitted by law or (2) 18% per annum until paid and the County may pursue any other remedy available to it.

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

ARTICLE X. REPRESENTATIONS & WARRANTIES

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

- (a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of

organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.

- (e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.
- (f) No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

ARTICLE XI. DEFAULT AND REMEDIES.

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

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

Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 11.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

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

required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

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

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

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

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation, or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the

use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

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

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

ARTICLE XIII. ABANDONMENT

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

ARTICLE XIV. OBLIGATIONS OF THE COUNTY

Section 14.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease.

ARTICLE XV. EMINENT DOMAIN; CONDEMNATION

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

Section 15.02 Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in

the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than 180 days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

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

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

ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

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

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

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

paid by the Tenant.

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

ARTICLE XVII. COMPLIANCE WITH LAWS;

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

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

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

Section 17.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

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

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

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

Section 17.08 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

ARTICLE XVIII. MISCELLANEOUS

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

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

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

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

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

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

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

Section 18.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

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

construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

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

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

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

If to Tenant:

Gunnison Valley Regional Housing Authority
307 N. Wisconsin St.
Gunnison, CO 81230

If to the County:

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

with a copy to:

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

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

Section 18.13 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law

provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

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

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

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

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

Section 18.18 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signatures appear on following page.]

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

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

TENANT:

Gunnison Valley Regional Housing
Authority

By: 
Melissa LaMonica, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

307 N. WISCONSIN ST., GUNNISON, CO 81230

EXHIBIT B

LEASED PREMISES DESCRIPTION

ALL SPACES EXCEPT THOSE LABELED "MEETING ROOM"

LOBBY, BREAK ROOM, AND RESTROOMS SHALL BE SHARED

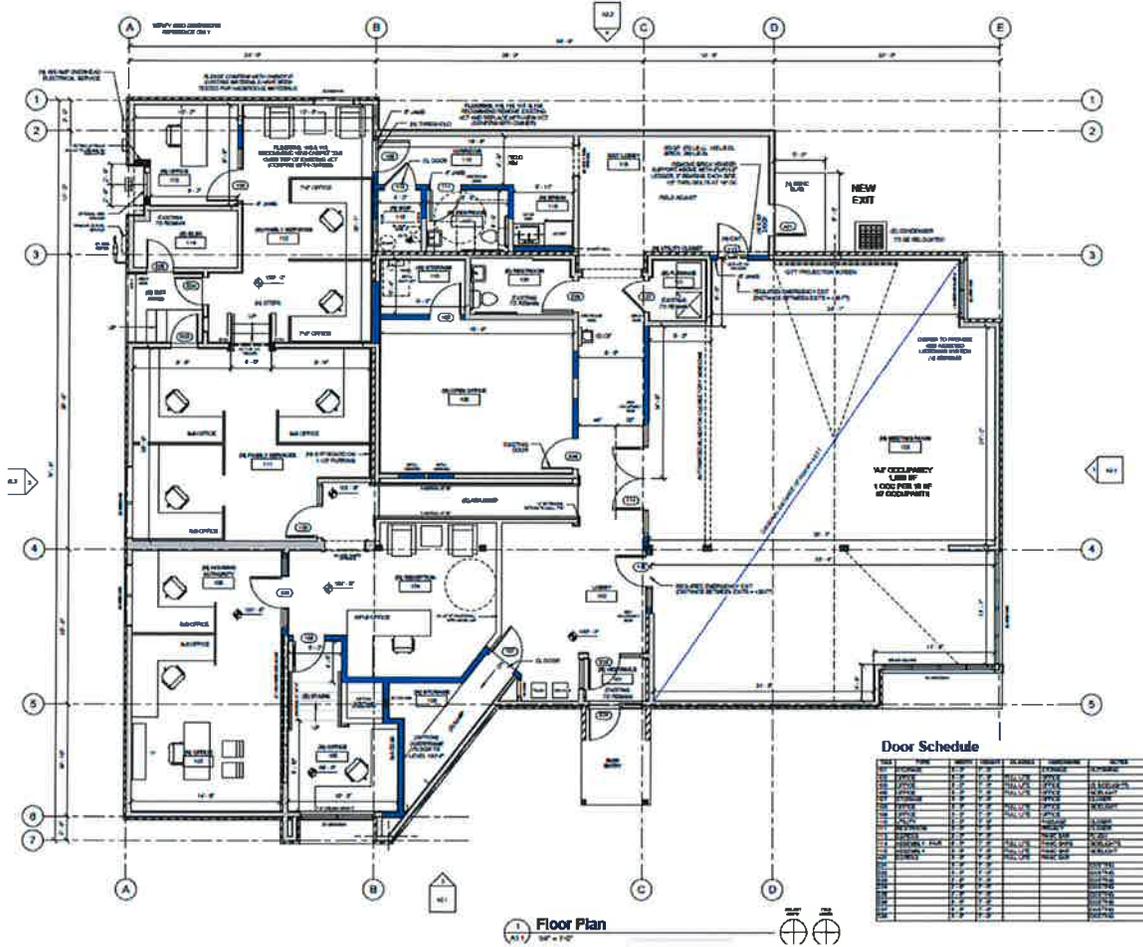


EXHIBIT C

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

NONE

EXHIBIT D
APPROVED SIGNAGE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Correspondence; Letter Regarding Wolf Reintroduci

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Correspondence Letter; Wolf Reintroduction

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\Hperry

Discharge Date: 8/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

August 19, 2025

DNR Executive Director Dan Gibbs
CPW Director Jeff Davis
Members of the Wildlife Commission
1313 Sherman Street, Room 718
Denver, CO 80203

RE: Concerns with Wolf Reintroduction

DNR Executive Gibbs, CPW Director Davis and Members of the Wildlife Commission,

The Board of County Commissioners of Gunnison County (BOCC) writes to you today to share our perspective and concerns, as well as our offer to work collaboratively on creative and durable solutions, as it relates to the states ongoing wolf reintroduction program. Proposition 114 failed in Gunnison County with 57% of our citizens opposing the effort. We believe a major reason Gunnison County voted against Prop 114 were the concerns expressed by the Gunnison County Stockgrowers Association, which was established in 1894 and represents nearly all ranchers in the Gunnison Basin. The citizens of Gunnison County have a deep connection to and understand the importance of ranching to our economy, our history and our values. Ranching has had and continues to have a significant and important positive impact on all things we value in Gunnison County. Any threats to their livelihoods and operations are typically felt as a threat to our entire countywide community because ranching is the bedrock of how Gunnison County looks, feels and operates.

We, the BOCC, have been actively involved in all aspects of the effort since the voters of Colorado barely passed the initiative. Commissioner Jonathan Houck was a member of the Technical Working Group (TWG) helping to provide the wildlife commission with a set of recommendations which they mostly adopted into the Wolf Reintroduction Management Plan. Many of the issues tackled by the TWG concerned how to best avoid conflict with ag producers, and when loss does occur how to make them whole in a timely fashion. These strategies included best practices to avoid conflict. From equipment and supplies to range riders, to consultations to help producers hone their management practices on both private land and public land allotments, the goal was to proactively provide these programs and materials. Additionally, resources and relationships with Colorado Parks and Wildlife (CPW) and the Department of Agriculture (DOA) were to be enhanced and grown in order to provide trusted and reliable partnership with a focus on communication and understanding. From there, dealing with conflicts and loss of animals, each side would have a fair and reasonable set of expectations and deliverables to address issues as they

present themselves. In fairness, some of these promises have been hard to deliver at the level at which both sides feel satisfied.

As is the Gunnison County way, we want to focus on solutions and opportunities for improvement. We have met with the leadership of the Gunnison County Stockgrowers to better understand their concerns and communicate them on their behalf and that of this board. Gunnison County, the Stockgrowers and CPW have a history of real collaboration that provides meaningful wins for wildlife, habitat conservation and better outcomes for both our local interest and the State of Colorado as well. One only must look at the conservation efforts for the Gunnison Sage Grouse (GuSG). Those efforts and the County's involvement came at the request of the Stockgrowers and their foresight that conservation of this iconic species was important. Many have opened the private land to the state for lek counts, habitat improvement and development of Certificates of Inclusion in the Candidate Conservation Agreement with Assurances (CCAA) program that was managed by CPW and the US Fish and Wildlife Service. With 85% of entire population of Gunnison Sage Grouse in the Gunnison Basin it is safe to say that the conservation of the species could not be successful without our ranchers and their relentless dedication.

It is important to not underestimate the importance of the time, effort and energy that was spent growing these relationships here on the ground. The Stockgrowers, Gunnison County and our local CPW office collaborate on not only wildlife issues but on how to best manage recreation, land use codes that support agriculture and wildlife needs, public lands management and an array of other issues. Local knowledge and expertise along with the trust that has been built over many years is at risk of deteriorating if we cannot figure out, together, how to address the issues that have arisen during the initial implementation of the wolf reintroduction program. Trust takes a long time to build but can be lost quickly, so we want to focus your attention on areas of concern that were brought forward by the Stockgrowers.

- **Mitigation and Avoidance Materials:** Concerns exist, based on experiences of those in the northern release area, that at times these materials are delayed in getting deployed and delivered in a timely fashion. Also, there is a desire that they should be able to access these materials pre-emptively and not just as a reaction to conflict.
- **Range Riders:** Concerns exist on the funding, implementation and size of the program. Gunnison County ranchers believe this could be an important and useful program but based on the roll out up to this point fear it is not robust enough nor is there adequate funding to fully support the type of program that they feel will be successful.
- **Carcass Management:** Concerns were expressed that carcass management is a shared responsibility, and the state will need to increase their role, especially along state highways where CDOT often removes animals from the roadway but leaves them in the right of way. Many of the Gunnison County ranches border Highways 50 and 135 and they want the state to commit to doing their part in reducing carcasses to minimize attracting wolves to the edges of their operations.
- **Timely Investigations:** Ranchers are concerned about the time it takes to have a damage specialist respond to an incident. This could be addressed through better staffing and locating this staff in a way that facilitates quicker response time and does not burden the ranchers with preserving

evidence for lengthy amounts of time. Additionally, what has been demonstrated in finalizing those investigations has been, in the eyes of our producers, too lengthy and cumbersome.

- **Increased Cost:** Ranchers have expressed that current processes and decision making on claims are costing them time and more importantly money to hire attorneys, veterinarians and other specialized help that they do not have the resources to sustain in the thin economic margins they already operate under. It has been suggested that a third party could be part of the investigative process to ease the tension between the state and the producers and to provide a non-biased opinion of the investigations and findings.
- **Gunnison Sage Grouse impacts:** Gunnison County ranchers, along with CPW and the community have spent 30+ years preserving habitat, modifying operations (on private and public lands) and supporting the year round needs of this distinct species. CPW relies on access from ranchers for lek counts. There is a deep shared concern in this community of what impacts wolf reintroduction could have on those efforts. We, as a community, have helped keep the GuSG from being elevated from threatened to endangered by taking action. We are concerned that if impacts are felt we will be left holding the bag on future rules and regulations.
- **Sharing of Locational Data:** While we and the ranching community understand the need to manage the location data to prevent harm to CPW employees and harassment and potential harm to the wolves, they want to find some mechanism that allows CPW to be more open about how to communicate and share data in a way that will allow them to better manage their herds to avoid conflict and loss.

We recognize that as the program rolled out there would be bumps in the road, but our growing concern is that as more issues present themselves, confidence in the program and relationships are being strained. If some of these issues are not resolved, we fear that some relationships could be broken, and the fallout could harm other collaborative work between our ranchers and CPW. We are also concerned about the toll this program is taking on those in local CPW Field Offices across the state. The CPW staff are part of our community and contribute well beyond the work they do as wildlife professionals. They are caught in a true no-win situation between the challenges of turbulent reintroduction program and the hopes and expectations of those in their community to address the issues we stated above. Please do not underestimate the strain of decision making in Denver that has to be communicated locally is and will continue to be a potentially overwhelming task for those on the ground.

We were encouraged that CPW local and regional leadership met with county commissioners from this region in late July and ranchers from the region the next day to begin communication about the utilization of the southern release zone. This type of proactive communication was welcomed, and we appreciate that the commitment was made for more direct contact moving forward. It is worth noting, that our local field office has communicated incredibly well as wolves have moved through Gunnison County in the last few months. It is our expectation that this type of robust communication will continue. What was expressed in those meetings were many of the concerns outlined in this correspondence and we look forward to CPW and the Wildlife Commission communicating how these challenges will be met.

It is easy to see that much of the conflict that has been experienced can be attributed to the “paws on the ground” deadline that was driven by ballot language and not necessarily conducive to being able to make

the optimal choices from a wildlife management perspective. The unfortunate decision to bring in some wolves that had a history of depredation has been the biggest challenge to relationships and trust and has been compounded by the lack of resources to address conflicts and loss of animals in a timely manner. Now we need to restore that trust and shore up the guarantees that were made in the plan. Our ranchers and our community want to see the plan adhered to and followed. That includes being able to fully staff, fund and deliver programs, materials and resources as outlined in the plan. If the state is unable to do so, we request that reintroduction be paused until the State can deliver in a timely fashion all it has agreed to. This is only fair to our ranchers, our constituents and the wolves as well.

We know that this wolf reintroduction has been very divisive issue and sadly has reignited some of the urban/rural divide conflict. It has strained relationships and caused significant anxiety among ranchers, CPW staff, elected officials and communities. We can all do better, and it starts by taking action to follow the plan, fund and staff the program and begin the process of mending relationships and trust. We want to be a partner in building from lessons learned and rebuilding trust. The Board of County Commissioners of Gunnison County urges you to only move at a pace that can be supported by the resources and relationships of all those who are impacted and concerned. We often find ourselves remembering the old adage that “sometimes you have to go slow to go fast”. Please be cautious as you take next steps and consider a pace that brings everyone, regardless of how they voted on the issue, along with you. We are better together.

Sincerely,

Gunnison County Board of Commissioners

Laura Puckett Daniels, Chairperson

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Cc

Gunnison County Stockgrowers

Brandon Diamond-CPW Gunnison Area Wildlife Manager

Cory Chick-CPW Southwest Region Manager

Senator Marc Catlin

Representative Larry Don Suckla

House Speaker Julie McKluskie

Senate President James Coleman

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Historic Preservation Commission Members Discussio

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Historic Preservation Commission Member Discussion

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry

Discharge Date: 8/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 8/19/2025

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: August 19, 2025
RE: Historic Preservation Commission – advertise to fill positions

The Historic Preservation Commission is designated to have seven members and no alternates as stated in resolution No.: 2006-39. Currently, we are short two members due to members having to resign.

Unfortunately, we have had difficulty having a quorum as of late. So far this year, it has occurred at four meetings. The HPC would like the BoCC to advertise for new members and consider appointing applicants out of the normal cycle to help alleviate this problem.



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

RESOLUTION NO: 2024- 13

**A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR
APPOINTMENTS TO BOARDS AND COMMISSIONS MANAGED BY GUNNISON
COUNTY AND OTHER ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NOS 2019-17 AND 2024-7

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County, Colorado (“County”); and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- Will be timely;
- Will foster applications for open positions;
- Will be open to public scrutiny;
- Will comply with applicable legal requirements; and
- Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of Adjustment
- b. Colorado River Water Conservation District Board
- c. Commissioner of Deeds
- d. Community Corrections Board
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors



- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer
- w. Watershed Weed Commission
- x. Western Regional EMS Council
- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, other legal requirement or unless the requirements of this Resolution are waived or modified by the Board pursuant to Section 8 of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County hereby adopts the following procedure for advertisement, interview, and appointment to fill vacancies on County boards and commissions:

Annual Appointment Process:

1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff or the chairperson involved with each board or commission shall be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made by publication on the County website, and the County's social media outlets, and may also be made by publication in newspaper(s) or other print media; and
 - b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. The Board may interview applicants to the boards and commissions governed by this Resolution; however, nothing in this Resolution shall be construed to require the Board to interview any applicant except where expressly required by law.
 - b. Interviews may be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time shall be made



by electronic mail to applicants, and may also be made by other appropriate methods, such as by telephone or text message.

- c. If the Board elects to conduct interviews, incumbent applicants shall be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
- a. Should the Board decide that the process set forth in Section 3 of this Resolution failed to produce a successful applicant or a sufficient number of applicants to choose from, the Board may repeat such process, but in no case shall such repeated process last more than three (3) weeks from the date the initial process was completed.
5. Recruitment:
- a. After two rounds of interviews and appointments, County staff members or the chairperson for each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.
6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
- a. If a resignation or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
 - b. Except where the law expressly provides otherwise, all appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
 - c. The Board may temporarily extend the term dates of any appointee if their term is set to end prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
7. Special Circumstances Dictated by Bylaws or Statutes:
- a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.



- b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.
- c. Board of Adjustment. Appointments to the Gunnison County Board of Adjustment shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-117 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.
- d. Planning Commission. Appointments to the Gunnison County Planning Commission shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-103 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.

8. Waiver/Modification.

- a. The Board, in its sole discretion and to the fullest extent permitted by law, may waive or modify any of the requirements of this Resolution by majority vote of the Board at a regular or special meeting.

9. Severability

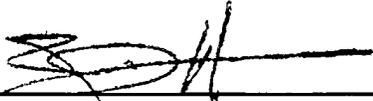
- a. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

10. No Cause of Action

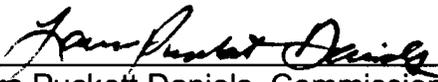
- a. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 19th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Elizabeth Smith, Vice Chairperson

By 
Laura Puckett Daniels, Commissioner

ATTEST:


Deputy County Clerk



Gunnison County, CO
3/21/2024 8:28:02 AM
447

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Page 5 of 5
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: July 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

July 2025 Cash Transfer Report

Fiscal Impact: 16,840,680.31

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 8/15/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/19/2025



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
July-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,107,486.10)
130	95 11122	General - Payroll Account	1,487,207.06	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	(11,569,501.28)
002	02 11900	Road & Bridge	0.00	(692,303.13)
003	03 11900	Human Services	0.00	(36,710.78)
004	04 11900	Public Health Agency	0.00	(36,177.98)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	1,415,011.55	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	45,216.75	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(2,166,598.40)
013	13 11900	Land Preservation	0.00	(272,582.78)
030	30 11900	Mosquito Control	0.00	(16,291.66)
032	32 11900	Sage Grouse Trust	8,096.04	0.00
034	34 11900	Risk Management	0.00	(32.53)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(154,989.17)
050	50 11900	Gunnison County Sewer	0.00	(342,511.63)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(37,991.47)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(207,388.93)
125	52 11101	Solid Waste - Landfill Closure	8,029.43	0.00
126	52 11102	Solid Waste - Landfill Const	30,247.52	0.00
070	70 11900	Housing Authority	5,556,228.10	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	4,741.34	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	5,027.53	0.00
082	82 11900	ISF-II	11,688.10	0.00
090	90 11900	Health Insurance Trust	0.00	(52,648.57)
115	90 11101	Health Insurance Claims	245,916.46	0.00
091	91 11900	Local Marketing District	0.00	(135,916.69)
092	92 11900	Transportation Authority	0.00	(11,486.94)
093	93 11900	Public Trustee Agency	0.00	(62.27)
145	95 11121	Accounts Payable Clearing	8,023,270.43	0.00
TOTALS			\$ 16,840,680.31	\$ (16,840,680.31)

TRANSFER FOR JOURNAL ENTRIES:

507079, 507080, 507081, 507082, 507083, 507001, 506448, 507055, 506581, 506582, 414059, 506594, 506596, 503767, 506619, 506722, 506725, 505755, 506727, 506729, 504833, 504834, 505756, 505757, 506790, 506791, 507337, 507432, 507433, 507434, 507438, 505762, 506801, 507453, 506802, 507474507476GNI, AP, 507440, 507443, 507436,

PREPARED BY: Whitney
 AUTHORIZED BY: [Signature]
 RECEIVED BY TREASURER: [Signature]

DATE: 8/8/25
 DATE: 8/8/25
 DATE: 8-8-25

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 Report

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: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/19/2025

TREASURER'S MONTHLY REPORT FOR JULY 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	1,508,942.54	900,894.56	(1,346,168.88)	1,063,668.22
Due from Tre-Road & Bridge	6,584,066.33	63,011.43	(692,589.93)	5,954,487.83
Due from Tre-Human Services	1,156,364.75	15,280.84	(37,180.02)	1,134,465.57
Due from Tre-Public Health Agency	18,691.75	18,156.67	(36,359.54)	488.88
Due from Tre-Conservation Trust	372,080.10	675.60	-	372,755.70
Due from Tre-Bond Fund	267.92	1,417,581.34	-	1,417,849.26
Due from Tre-Airport	1,787,342.14	109,599.66	(1,720.52)	1,895,221.28
Due from Tre-Sales Tax	7,566,469.64	13,264.66	(2,166,632.94)	5,413,101.36
Due from Tre-Land Preservation	2,477,611.24	4,003.77	(272,582.78)	2,209,032.23
Due from Tre-Mosquito	86,386.42	2,153.64	(16,352.34)	72,187.72
Due from Tre-Sage Grouse	435,565.81	8,901.62	-	444,467.43
Due from Tre-Risk Management	73.41	0.07	(32.53)	40.95
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	155,075.71	0.16	(154,989.17)	86.70
Due from Tre-Sewer	1,218,666.72	167,308.19	(344,378.69)	1,041,588.22
Due from Tre-Water	1,032,161.32	14,598.89	(38,117.76)	1,008,642.45
Due from Tre-Solid Waste	560,726.93	205,363.54	(209,432.48)	556,657.99
Due from Tre-Housing Authority	370.55	5,566,317.47	-	5,566,688.02
Due from Tre-Gunn Sr Housing	206,618.18	5,125.12	-	211,743.30
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	204.15	5,037.03	-	5,241.18
Due from Tre-Internal Service II	51.29	11,765.29	(5,000.65)	6,815.93
Due from Tre-Insurance Trust	2,716,648.57	8,870.31	(52,648.57)	2,672,870.31
Due from Tre-Local Marketing District	2,195,750.05	3,740.13	(135,916.69)	2,063,573.49
Due from Tre-Rural Trans Auth	5,571,984.46	16,302.58	(11,548.89)	5,576,738.15
Due from Tre-Public Trustee Agency	74.32	-	(62.27)	12.05
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	-	100.00	(100.00)	-
Due from Tre-Treas Fees	3,052.04	46,995.22	(50,047.26)	-
Due from Tre-Health Claims	66,649.37	245,916.46	(218,869.63)	93,696.20
Due from Tre-Landfill Closure	1,444,157.91	10,666.23	-	1,454,824.14
Due from Tre-Landfill Cons Resv	2,046,070.95	34,017.59	-	2,080,088.54
Due from Tre-Payroll Clearing	6,538.16	1,706,076.69	(1,705,985.15)	6,629.70
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	918,228.86	8,023,270.43	(8,425,540.77)	515,958.52
Due from Tre-Finance Revenue Clearing	44,334.69	11,569,501.28	(11,569,501.28)	44,334.69
Due from Tre-Water Resource	51,822.05	94.10	-	51,916.15
Due from Tre-Workforce Impact Fees	420,095.02	753.76	(4,971.52)	415,877.26
Due from Tre-Living Community	176,997.84	31,533.02	(178,199.24)	30,331.62
COUNTY FUNDS TOTAL	41,304,659.34	30,226,869.35	(27,674,929.50)	43,856,599.19
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	71,257.62	14,851.64	(71,391.17)	14,718.09
Due from Tre-Crested Butte Street/Alley	246,458.60	26,354.27	(247,249.20)	25,563.67
Due from Tre-Gunnison City General	97,392.00	16,924.04	(97,905.60)	16,410.44
Due from Tre-Marble General	9,231.85	1,650.17	(9,260.47)	1,621.55
Due from Tre-Mt Crested Butte General	326,263.29	102,301.41	(336,250.92)	92,313.78
Due from Tre-Pitkin General	3,371.57	903.66	(3,441.12)	834.11
CITIES AND TOWNS TOTAL	753,974.93	162,985.19	(765,498.48)	151,461.64
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	580,399.88	621,942.20	(601,020.12)	601,321.96
Due from Tre-Gunn RE1J Bond	54,548.54	252,751.12	(64,609.97)	242,689.69
Due from Tre-Delta 50J General	12,513.03	83,240.33	(12,702.52)	83,050.84
Due from Tre-Delta 50J Bond	(22.82)	11,132.32	(281.88)	10,827.62
Due from Tre-Montrose RE1J General	1,416.85	5,630.24	(1,428.42)	5,618.67
Due from Tre-Montrose RE1J Bond	-	406.74	-	406.74
Due from Tre-Reij 2014 Mill Override	14,439.62	67,075.84	(17,272.43)	64,243.03

SCHOOLS TOTAL	663,295.10	1,042,178.79	(697,315.34)	1,008,158.55
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	1,002.40	713.09	(1,002.40)	713.09
Due From Tre-Gunn Rising #3	4.07	2.90	(4.07)	2.90
Due From Tre-Gunn Rising #4	3.17	2.26	(3.17)	2.26
Due from Tre-CO River Water CD	90,391.91	18,454.18	(91,467.14)	17,378.95
Due from Tre-Reserve MD2	23,782.33	9,173.68	(24,034.26)	8,921.75
Due from Tre-Mt Crested Butte DDA	195,286.84	59,762.84	(197,079.72)	57,969.96
Due from Tre-Bostwick Park Water CD	356.39	47.00	(357.32)	46.07
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	125,988.59	15,143.49	(126,377.17)	14,754.91
Due from Tre-Mt CB Water/San	211,048.73	62,958.67	(217,477.05)	56,530.35
Due from Tre-East River Regional SD	19,901.56	4,317.92	(20,264.45)	3,955.03
Due from Tre-Cemetery	42,136.24	6,595.83	(42,364.44)	6,367.63
Due from Tre-Gunn Co Metro Rec Dist	173,820.44	33,079.78	(175,753.82)	31,146.40
Due from Tre-N Fork Water CD	736.21	990.68	(804.66)	922.23
Due from Tre-Skyland MD	124,378.91	20,127.49	(124,872.03)	19,634.37
Due from Tre-Upper Gunn Water CD	334,967.25	63,777.13	(338,721.69)	60,022.69
Due from Tre-Crested Butte Fire PD	1,019,722.77	209,398.22	(1,034,144.73)	194,976.26
Due from Tre-Gunn Co Fire PD	157,518.10	26,167.65	(158,257.47)	25,428.28
Due from Tre-Carbondale & Rural Fire PD	47,685.93	6,156.59	(48,250.66)	5,591.86
Due from Tre-Ragged Mt Fire PD	5,724.02	3,473.42	(6,027.37)	3,170.07
Due from Tre-Arrowhead Fire PD	13,014.01	1,665.85	(13,053.42)	1,626.44
Due From Tre-Library General Fund	367,206.78	74,981.22	(371,593.40)	70,594.60
Due From Tre-Reserve MD#2 BOND 2016A	70,993.21	58,278.60	(72,666.20)	56,605.61
Due From Tre-North Fork Ambulance Health Service D	13,735.51	18,033.96	(14,669.56)	17,099.91
Due From Tre-Reserve MD #2 BOND 2016B	9,282.55	3,580.65	(9,380.90)	3,482.30
Due From Tre-Reserve MD #2 BOND 2016C	8,245.71	3,180.72	(8,333.07)	3,093.36
Due From Tre-Crested Butte Fire PD Bond	284,920.90	58,538.05	(288,985.57)	54,473.38
Due From Tre-Gunn Co Metro Rec North	229,637.77	46,109.41	(231,293.17)	44,454.01
IMPROVEMENT DISTRICTS TOTAL	3,571,492.30	804,711.28	(3,617,238.91)	758,964.67
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	495,155.39	780,538.23	(705,431.70)	570,261.92
Due from Tre-Clerk Sales Tax	47.20	48,158.61	(48,012.31)	193.50
Due from Tre-SOT	-	322,230.56	(322,230.56)	-
Due from Tre-State Auto	-	300,062.13	(300,062.13)	-
Due from Tre-Clerk ST Domestic Abuse	-	820.00	(820.00)	-
Due from Tre-Clerk State Registrar	-	123.00	(123.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	210.00	694.00	(904.00)	-
Due from Tre-Range Improvement Dist 3	2,588.10	-	(2,588.10)	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	90,026.86	(90,026.86)	-
Due from Tre-Treas Deed	4,290.55	-	(195.93)	4,094.62
Due from Tre-Unused Remittances	4,729.67	-	(4,611.03)	118.64
Due from Tre-Elected Official Fees Clrg	13,549.45	91,667.33	(81,010.09)	24,206.69
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	520,570.36	1,634,320.72	(1,556,015.71)	598,875.37
GRAND TOTALS	46,813,992.03	33,871,065.33	(34,310,997.94)	46,374,059.42

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 July 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

July 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	184,324.18			Cash	
BMO	1101	1,276,127.32	0.00%		Chkg	
BMO CC	1103	437,040.23	0.00%		Chkg	
BMO MM	1104	2,048,722.84	3.13%		MM	
Wells Fargo Warrant Clearing	1145	567,317.81	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	7,380,190.22	0.00%		Chkg	
Colofrust Plus	1118	2,373,408.13	4.37%		Pool	
C-Safe	1121	3,217,670.70	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	265,031.22	1.98%			
TOTAL CASH AND CHECKING		17,903,994.33		38.60%		
INVESTMENTS						
United Fidelity Bank GA56	1189	248,818.08	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,615.46	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,238.72	5.05%		CD	3/23/26
FHLB ATB55	1204	499,188.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	700,786.21	4.00%		AG	8/24/27
Synchrony Bank EX881	1208	matured				
Discover Bank 3N361	1209	243,442.04	3.45%		CD	7/29/26
US Treasury CCF68	1210	485,845.00	0.75%		T	5/31/26
FHLMC GXYD0	1212	498,976.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	242,804.06	3.45%		CD	6/29/27
American Express AD582	1214	242,580.13	3.40%		CD	6/29/27
FHLB ASGP8	1215	matured				
FHLMC GXZT4	1216	matured				
FHLB ARURO	1217	492,664.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	489,065.00	0.50%		T	2/28/26
FHLB ARC388	1220	582,653.40	2.30%		AG	3/29/27
FHLB AR7M7	1221	497,964.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	481,620.00	1.50%		T	1/31/27
FHLBB AQB4	1223	494,828.50	1.00%		AG	12/30/25
FHLB APLK9	1225	482,550.50	1.28%		AG	10/28/26
FHLB APH40	1226	481,552.00	1.06%		AG	10/21/26
FHLB ANG95	1227	484,694.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	235,951.66	0.85%		cd	9/30/26
FHLB ANJK7	1229	965,251.00	0.875%		AG	8/25/26
FHLB AMT25	1231	345,892.40	0.75%		AG	11/28/25
FHLB AMJN3	1234	487,063.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	487,176.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	487,713.50	1.05%		AG	5/12/26
FHLB ALW67	1238	488,703.50	1.10%		AG	4/22/26
FHLB ALV68	1240	489,396.50	1.03%		AG	3/30/26
FHLB ALM43	1241	496,962.50	0.75%		AG	9/30/25
FHLB ALMM3	1242	489,299.50	1.00%		AG	3/30/26
FHLB AKW51	1243	489,801.50	0.53%		AG	2/17/26
FHLB ALA53	1244	489,622.00	0.60%		AG	2/25/26
FFCB EMJ0	1245	483,507.01	0.60%		AG	12/9/25
FAMC 2B3F5	1246	296,624.70	0.60%		AG	11/20/25
FHLMC GXAP9	1248	494,689.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	240,590.00	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	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	239,600.67	3.52%		CD	9/21/25
Redstone Bank	1449	258,033.27	4.15%		CD	10/20/25
Morgan Stanley DGT9	1489	251,365.03	5.05%		CD	11/8/28
FHLB 1AC1	1496	604,560.00	5.30%		AG	5/1/29
FNMA GAUJ8	1499	282,002.08	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	494,157.50	4.00%		AG	9/13/29
FFCB ERV12	1501	997,461.00	4.62%		AG	10/1/29
FHLB B33X9	1502	498,519.00	4.50%		AG	10/9/29
FHLB B3BB8	1503	called				
FHLMC HAQR7	1504	499,282.00	4.65%		AG	10/9/29
FHLB B3F99	1505	called				
FNMA GAY39	1506	called				
First National Bank Oxford	1507	244,093.50	4.40%		CD	12/11/29
Trust Bank	1508	244,943.89	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,110.50	5.05%		AG	12/20/29
FNMA GAA90	1510	249,937.00	5.00%		AG	2/13/30
FHLB B5PR3	1511	498,117.50	4.30%		AG	3/25/30
FHLMC HBLR0	1512	489,732.50	4.13%		AG	4/29/30
FHLB B5ZD3	1513	498,328.00	4.23%		AG	1/24/28
FHLB B5ZFB	1514	499,226.00	4.75%		AG	4/24/30
FNMA GAH77	1515	497,353.50	4.32%		AG	11/15/28
Morgan Stanley Private Bank	1516	247,220.68	4.25%		CD	6/12/28
Valley National Bank	1517	246,561.87	4.15%		CD	6/12/28
FHLB B6NA0	1518	499,259.50	4.25%		AG	6/5/28
FHLB B6PF7	1519	253,353.46	4.20%		AG	6/17/30
FFCB ETNA1	1520	498,109.50	4.50%		AG	6/7/28
FFCB ETGU52	1521	248,707.50	4.52%		AG	5/14/30
FHLB B6E83	1522	995,646.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	498,945.50	4.44%		AG	7/14/28
FHLB B76A7	1524	497,944.00	4.30%		AG	9/21/28
TOTAL INVESTMENTS		28,484,464.01		61.40%		
Cash per Treasurer's Ledger		46,388,458.34		100.00%		
Plus Pending Disbursements		(14,398.92)				
Total Due to All Funds		46,374,059.42				

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for August 19, 2025
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

9:15 am

- Call to Order; Agenda Review

- Minutes Approval
 1. June 17, 2025 Regular Meeting
 2. June 24, 2025 Special Meeting

- Consent Agenda:
 1. State of Colorado Department of Human Services; PO, IHAF, 202600002064; Balance of State – Hinsdale County; Health and Human Services; 7/2/2025 to 9/30/2025; \$20,000
 2. State of Colorado Intergovernmental Agreement; Contract No. 26-198112; Department of Health Care Policy and Financing; Hinsdale County; 7/1/2025 to 6/30/2026; \$6,532.10

- 2024 C-STAT Distinguished Performance Award for Gunnison County and Hinsdale County

- Next Meeting: October 21, 2025

9:45 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; 6/17/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft HS Minutes; 6/17/2025

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: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/19/2025

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
June 17, 2025**

The June 17, 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	Joni Reynolds, Assistant County Manager (ACM) Health, Human & Safety Services
Liz Smith, Commissioner (ABSENT)	Matthew Birnie, County Manager
Jonathan Houck, Commissioner	Holly Perry, Clerk to the Board
Greg Levine, Commissioner (Hinsdale) (ABSENT)	Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 11:04 am.

AGENDA REVIEW: Due to the absence of Commissioner Levine and Commissioner Smith, there is no quorum. Therefore, the minutes and consent agenda will be postponed to another date.

MINUTES APPROVAL: *POSTPONED*

1. April 15, 2025

CONSENT AGENDA: *POSTPONED*

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 – Deputy Health and Human Services Director Brad Wheaton exclaimed appreciation for Economic Security Services Supervisor Brian Gage's and Economic Security Specialist Sebastian Akesson's work. ESSS Gage gave a shout out to the Multicultural Resources team for their help with getting community members get medical insurance and assisting with the Cover All Coloradans Medicaid Program. With their assistance, particularly with the Spanish-speaking community, there were 136 cases approved under this program compared to 106 in Montrose. OmniSalud also has a busy enrollment and allows people to purchase insurance if they are not financially eligible for Medicaid. ESSS Gage then stated the amount of the Gunnison County and Hinsdale County population is currently enrolled in these programs as well as the number of people enrolled in food assistance, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Women, Infants, and Children (WIC).

ESSS Gage lastly commented on the staffing changes which included a resignation and the increase of their Spanish speaking capacity within their team which then creates a good balance to serving the community.

DHHS Wheaton explained Temporary Assistance for Needy Families (TANF) in more detail and relayed the Support Service Payment has issued about \$20,000 through May to those families.

NEXT MEETING: The next meeting was scheduled for August 19, 2025.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:24 am.

Minutes Prepared By:

Holly Perry, Clerk to the Board

Minutes Approved (insert date):

Laura Puckett Daniels, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft HS Minutes; 6/24/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft HS Minutes; 6/24/2025

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: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 8/19/2025

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
SPECIAL MEETING MINUTES
June 24, 2025**

The June 24, 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 (ABSENT)
Jonathan Houck, Commissioner
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,
Human & Safety Services
Matthew Birnie, County Manager
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

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

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Houck, seconded by Commissioner Levine to approve the meeting minutes from the Gunnison/Hinsdale Board of Human Services, April 15, 2025 meeting as presented. Motion carried unanimously.

1. April 15, 2025

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Levine to approve the consent agenda with the contract extension and the MOU (Memorandum of Understanding) as presented this morning. Motion carried unanimously.

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

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 8:33 am.

Minutes Prepared By:

Holly Perry, Clerk to the Board

Minutes Approved (insert date):

Laura Puckett Daniels, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Department of Human Services; Ba

Action Requested: Other Please acknowledge

Parties to the Agreement: State of Colorado Department of Human Services

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Division of Child Welfare (DCW) is providing a funding opportunity to support the Balance of State (BOS) county departments of human/social services to identify and address system disproportionality, equity, diversity, and inclusion in child welfare through the development of family voice

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/11/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025



STATE OF COLORADO
Department of Human Services

ORDER		*****IMPORTANT*****				
Number:	PO,IHFA,202600002064	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	7/2/25	BILL TO				
Description:	Balance of State - Hinsdale County	CHILD WELFARE 1575 SHERMAN ST. 2ND FL. DENVER, CO 80203				
Effective Date:	07/02/25	SHIP TO				
Expiration Date:	09/30/25	CHILD WELFARE 1575 SHERMAN ST. 2ND FL. DENVER, CO 80203				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:	Shannon Robinson	Delivery/Install Date:				
Email:	shannon.robinson@state.co.us	FOB:				
VENDOR						
HINSDALE COUNTY Public Trustee 317 N Henson St LAKE CITY, CO 81235						
Contact:						
Phone:	9709442223					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
The Division of Child Welfare (DCW) is providing a funding opportunity to support the Balance of State (BOS) county departments of human/social services to identify and address system disproportionality, equity, diversity, and inclusion in child welfare through the development of family voice projects. Grants will be made to counties to implement a Continuous Quality Improvement (CQI) process to gather constituent feedback and identify areas needing process, program, or policy improvement. Counties receiving grants will share lessons learned with DCW and other county partners to lead local and statewide considerations for systemic changes.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	\$20,000.00	<input type="checkbox"/>
Description: Balance of State - Hinsdale County						
Service From: 07/02/25			Service To: 09/30/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$20,000.00						

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Agreement; Con

Action Requested: Other Board of Human Services consent approval

Parties to the Agreement: Colorado Health Care Policy & Finance

Term Begins: 7/1/2025

Term Ends:

Grant Contract #:

Summary:

Docusign document Board of Human Services contract review and approval for HCPF incentive funding for Hinsdale County allocation

Fiscal Impact: 6,532

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 8/14/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/14/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/14/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/15/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 8/19/2025

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency

Department of Health Care Policy and Financing

Contractor

Hinsdale/Gunnison Board of Human Services (for Hinsdale County)

Contract Number

26-198112

Contract Performance Beginning Date

The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date

June 30, 2026

Contract Maximum Amount

Initial Term

State Fiscal Year 2026: \$6,532.10

Extension Term

State Fiscal Year 2027: \$0.00

State Fiscal Year 2028: \$0.00

State Fiscal Year 2029: \$0.00

State Fiscal Year 2030: \$0.00

Total for All State Fiscal Years: \$6,532.10

Contract Authority

Authority to enter into this Contract exists in C.R.S. §25.5-1-101, et. seq. and 10 CCR 2505-5 et. seq.

Contract Purpose

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.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

- 1. Exhibit A – Statement of Work
- 2. Exhibit B – Rates
- 3. Exhibit C – Terminology
- 4. Exhibit D – Review Sample Size Exemption Process Flow
- 5. Exhibit E – Small, Medium, and Large County List
- 6. Exhibit F – Sample Option Letter

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. Colorado Special Provisions in §17 of the main body of this Contract
- 2. The provisions of the other sections of the main body of this Contract
- 3. Exhibit A – Statement of Work
- 4. Exhibit B – Rates
- 5. Exhibit D – Review Sample Size Exemption Process Flow
- 6. Exhibit E – Small, Medium, and Large County List
- 7. Exhibit C – Terminology
- 8. Exhibit F – Sample Option Letter

Principal Representatives

For the State:

Arturo Serrano
Health Care Policy and Financing
303 17th Ave, 11th Floor
Denver, CO 801203

For Contractor:

Hinsdale/Gunnison Board of Human Services
220 N Spruce St
Gunnison, CO 81230-3029
jreynolds@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

Hinsdale/Gunnison Board of Human Services.

STATE OF COLORADO

Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date: _____

Date: _____

2nd State or Contractor Signature if Needed

LEGAL REVIEW

Philip J. Weiser, Attorney General

Date: _____

N/A

By: Assistant Attorney General

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

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.

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EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST.....	1
EXHIBIT F, SAMPLE OPTION LETTER.....	1

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (“Contractor”) and 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”). 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 State Purchasing Director 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, C.R.S. 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. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **“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.

- H. **“End of Term Extension”** means the time period defined in **§2.D**.
- I. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. **“Extension Term”** means the time period defined in **§2.C**
- K. **“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.
- L. **“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.
- M. **“Initial Term”** means the time period defined in **§2.B**.
- N. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- O. **“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.
- P. **“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.
- Q. **“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.
- R. **“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, 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.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year (SFY)”** 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.
- U. **“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.
- V. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- X. **“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 C.

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.

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Written 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 three months, Contractor shall submit, upon request of the State, 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 State’s request 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.

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. 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.

D. Acknowledgment

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

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. 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.

C. 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.

D. 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.

E. 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.

F. 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 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 Page 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, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to

this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

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 providing notice to the State. The State may reject any such subcontract,

and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§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 §24-106-107, C.R.S., 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. 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.

17. 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 Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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.

EXHIBIT A, STATEMENT OF WORK

1. PROJECT SPECIFIC TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding project specific acronyms, abbreviations, and terminology used throughout this document. See Exhibit C, Terminology for additional definitions.
 - 1.1.1. Applicant – An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.
 - 1.1.2. Average Speed to Answer (ASA) – A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and does not require a live agent.
 - 1.1.3. Business Day – Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
 - 1.1.4. Call Center – A Call Center is defined as having one dedicated line for contacting Contractor; when Members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait-time and the number of abandoned calls. Call Centers can be as small as one Contractor staff and as large as 100 or more Contractor staff answering calls.
 - 1.1.5. Compliance Measures – Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
 - 1.1.6. COGNOS/Decision Support System 01 (DSS01) – The Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.7. Colorado Benefits Management System (CBMS) – The State’s eligibility determination system.
 - 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 collect and analyze data related to those payments.
 - 1.1.9. Corrective Action Plan (CAP) – A formal plan submitted by Contractor and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
 - 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 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 – A 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 Contract.

- 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. Eligibility Quality Assurance (EQA) Program – EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.16. Exception – A contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.
- 1.1.17. Exemption – A contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.
- 1.1.18. 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 (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. 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.
- 1.1.20. Improvement Action Plan (IAP) – An informal plan submitted by Contractor to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.21. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.
- 1.1.22. 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 of any age with a chronic or disabling condition.
- 1.1.23. Management Decision Letter (MDL) – A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.24. MCC – Health First Colorado Member Contact Center.
- 1.1.25. Medical Assistance Performance (MAP) Dashboards – A graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance. The MAP Dashboards highlight each county’s performance and quality.

- 1.1.26. Performance Measure – A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.27. Performance Coaching Workbook – A tool provided by the Department to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.
- 1.1.28. 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.
- 1.1.29. PuMP – A Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period – The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination – A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.33. Status Report – A communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – An interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance.
- 1.1.35. Target – A specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).
- 1.1.36. Timely Determination – Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment – Processing a change in a Member’s circumstance resulting in disenrollment within 15 Calendar Days.
- 1.1.38. Timely Renewal – A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you’ll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.
- 1.1.39. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.40. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you’ll get 30 Calendar Days from the packet

received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

- 1.1.41. Voice of the Customer – Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's County, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by 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 Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track 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 Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The list of systems in Sections 3.1.1. and 3.1.2. 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 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. Contractor shall utilize policy, operational, and informational guidance provided in this Statement of Work, the County Incentives Program Guide, 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 Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county Call Center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

- 3.2.2. Contractor shall 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 Contract.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor through the HCPF Memo Series.
- 3.2.4. The Department reserves the right to request written documentation from Contractor including, but not limited to, the following:
 - 3.2.4.1. Any and all documentation generated by various software and/or systems.
 - 3.2.4.2. Written policies and procedures.
 - 3.2.4.3. Standard operating procedures.
 - 3.2.4.4. Internal directives and/or communications to staff related to processing or performance guidelines
 - 3.2.4.5. If the Department requests any documentation outlined in Section 3.2.4, Contractor shall respond within five Business Days commencing the day following the issuance date of the request. If, for reasons outside of Contractor’s control, Contractor is unable to respond within the five Business Days, Contractor will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. Contractor must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.
 - 3.2.4.6. The Department reserves the right to extend the deadline or to deny the request for an extension.

4. MEDICAID COUNTY PERFORMANCE STANDARDS PROGRAM

- 4.1. In State Fiscal Year (SFY) 2025–2026, the Medicaid County Performance Standards Program shall be divided into three incentive categories: the Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard, and the County Collaboration Incentive Standard.
- 4.2. Each of these standards is assigned a specific percentage, which collectively represent 100% of the total Eligible Earnings available to each Contractor under the Program.
- 4.3. The following sections provide a detailed breakdown of the percentage weight assigned to each standard, as well as the associated performance targets and deliverables required to achieve the corresponding portion of the Eligible Earnings:
 - 4.3.1. **Performance Compliance Performance Incentives Standard**
 - 4.3.1.1. Contractor has the ability to earn Performance Compliance Performance Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in each Performance Compliance Performance Incentive Standard.
 - 4.3.1.2. Performance Compliance Performance Incentive Standard
 - 4.3.1.2.1. Contractor shall be eligible to earn the Performance Compliance Performance Incentive Payment upon meeting the Performance Compliance and Accuracy targets at the conclusion of the First and Second Reporting Periods.

- 4.3.1.2.2. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period when Contractor meets at least four out of six following Targets:
 - 4.3.1.2.2.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.2.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.2.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.2.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.2.5. Renewal Timeliness: NON-LTSS (Non-Long-Term Service and Support)
 - 4.3.1.2.2.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
- 4.3.1.2.3. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets six out of the eight of the following Targets:
 - 4.3.1.2.3.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.3.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.3.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.3.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.3.5. Renewal Timeliness: NON-LTSS
 - 4.3.1.2.3.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
 - 4.3.1.2.3.7. Incorrect Eligibility Determination Rate
 - 4.3.1.2.3.8. Errors That Did Not Impact Eligibility Rate
- 4.3.1.3. Department Monitoring of MAP Dashboards
 - 4.3.1.3.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau.
 - 4.3.1.3.2. If the Department determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.
 - 4.3.1.3.3. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.1.4. Contractor Monitoring of MAP Dashboards
 - 4.3.1.4.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.
 - 4.3.1.4.2. The MAP Applications Dashboard data will be updated on the 3rd of each month and after the end of the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.4.3. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. Contractor

shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

- 4.3.1.4.4. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.
- 4.3.1.5. Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.1.5.1. Timeliness of Determinations
 - 4.3.1.5.1.1. Application Timeliness of Determinations, 45 Calendar Days
 - 4.3.1.5.1.1.1. Contractor shall complete at least 95% of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations.
 - 4.3.1.5.1.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.1.2. Application Timeliness of Determinations, 90 Calendar Days
 - 4.3.1.5.1.2.1. Contractor shall complete at least 95% of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.
 - 4.3.1.5.1.2.2. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the First and Second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during each Reporting Period to determine timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2. Timeliness of Renewals
 - 4.3.1.5.2.1. Contractor shall complete at least 95% of Renewals Non-LTSS as Timely Renewals as defined in Section 1.1.38.
 - 4.3.1.5.2.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status report one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2.3. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.
 - 4.3.1.5.2.4. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.5.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals
 - 4.3.1.5.3.1. Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG

Renewals for the First and Second Reporting Periods and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the Second Reporting Period. Contractor must be at or below the targets specified below:

4.3.1.5.3.1.1. Contractor Targets Pending EPG Table

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.5.3.1.2. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Periods and divide by the number of months in the Reporting Period.

4.3.1.5.3.1.3. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the First Reporting Period. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the Second Reporting Period.

4.3.1.5.3.1.4. The Department will round the Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS averages to the nearest whole number.

4.3.1.5.4. Small County and Sample Size Exceptions

4.3.1.5.4.1. If Contractor processes a total of 100 or fewer 45-Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had 10 or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.2. If Contractor processes a total of 10 or fewer 90 -Day Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 -Day Determinations percentage target so long as they had four or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, and EPG Renewal Non-LTSS measures.

4.3.1.5.5. Accuracy Compliance and Targets

4.3.1.5.5.1. Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.3.1.5.5.2. Tier 1 target percentage: Contractors with 20 or more cumulative quality assurance case reviews conducted over a 12-month period. This is the target reported on the MAP Accuracy Dashboard.

4.3.1.5.5.3. Tier 2 target percentage: Contractors with fewer than 20 cumulative quality assurance case reviews conducted over a 12-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.3.1.5.5.4. Based on EQA sampling, large Contractors will exceed 20 cumulative quality assurance reviews over the 12-month period, resulting in no Tier 2 target for large counties.

4.3.1.5.5.5. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.3.1.5.5.5.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals who were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample percent, monthly (includes applications, redeterminations, and case changes).

4.3.1.5.5.5.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.5.5.6. The Errors That Did 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 (procedural errors).

4.3.1.5.5.6.1. The Errors That Did 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, changes, redeterminations).

4.3.1.5.5.6.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.3.1.5.6. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

- 4.3.1.5.6.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state quality assurance (QA) case review process.
 - 4.3.1.5.6.1.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.
 - 4.3.1.5.6.1.1.2. Contractor must respond to documentation requests and error findings within 10 Business Days of the request to ensure EQA case reviews are completed in a timely manner.
 - 4.3.1.5.6.1.1.3. Contractor must respond to the Department's EQA case review error findings by using one of two options: 1) Agree/Concur or 2) Disagree/Rebut within 10 Business Days.
 - 4.3.1.5.6.1.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
 - 4.3.1.5.6.1.1.5. The Department will utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.
- 4.3.1.5.7. Determining Compliance with the Accuracy portion of the Performance Compliance Performance Incentives Standards
 - 4.3.1.5.7.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the State Fiscal Year (SFY). To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The 12 consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.
 - 4.3.1.5.7.2. The Department will use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the SFY to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one decimal place and will not be rounded.
- 4.3.1.6. Review Sample Size Exemptions
 - 4.3.1.6.1.1. If Contractor has a review sample size, as defined in Section 4.3.1.6.1.2., performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.
 - 4.3.1.6.1.2. Definition of Review Sample Size

- 4.3.1.6.1.2.1. Contractor with 20 or fewer quality assurance case reviews in the 12 consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in Section 4.3.1.5.5. may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.
- 4.3.1.6.1.3. Determining Targets Percentage for Potential Review Sample Size Exemptions
 - 4.3.1.6.1.3.1. The Department will have two separate tiers with different target percentages for the Accuracy Targets:
 - 4.3.1.6.1.3.1.1. Tier 1 target percentage: Contractor with 20 or more quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
 - 4.3.1.6.1.3.1.2. Tier 2 target percentage: Contractor with fewer than 20 quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
 - 4.3.1.6.1.3.2. Review Sample Size Exemption Process
 - 4.3.1.6.1.3.2.1. The Department will follow Exhibit D, Review Sample Size Exemption Process Flow.
 - 4.3.1.6.1.3.3. Definition of Similar Error(s)
 - 4.3.1.6.1.3.3.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.
 - 4.3.1.6.1.3.3.2. If Contractor meets only one target with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.
 - 4.3.1.6.1.3.3.3. Contractor that does not meet both targets with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.
 - 4.3.1.6.1.3.4. Notification of Review Sample Size Exemption
 - 4.3.1.6.1.3.4.1. If Contractor does not meet the Accuracy Incentive Targets per Sections 4.3.1.5.5.2. and 4.3.1.5.5.6.2., Contractor will be notified through the Status Report of the Second Reporting Period.
 - 4.3.1.6.1.3.4.2. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per Section 4.3.1.6., Contractor will be notified through the Status Report of the Second Reporting Period.
 - 4.3.1.6.1.3.4.3. If Contractor qualifies for the Review Sample Size Exemption Process, the Department will review previously submitted documentation from

Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in Section 4.3.1.6.1.3.2.

4.3.1.6.1.3.4.4. Contractor shall submit any additional documentation requested for the exemption process, using the MAP exemption process, following Status Report Period 2. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment.

4.3.1.6.1.3.4.5. TARGET: four out of the following six targets are met for Reporting Period 1.

4.3.1.6.1.3.4.5.1. \geq 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.5.2. \geq 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.5.3. \leq Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.4. Applications 45 Days

County Size	App EPG 45 Target
Large	\leq 25
Medium	\leq 5
Small	\leq 3

4.3.1.6.1.3.4.5.5. \leq Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.6. Applications 90 days

County Size	App EPG 90 Target
Large	\leq 10
Medium	\leq 3
Small	\leq 1

4.3.1.6.1.3.4.5.7. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	\leq 130
Medium	\leq 20
Small	\leq 3

4.3.1.6.1.3.4.6. TARGET: six out of the following eight targets are met in the Second Reporting Period:

4.3.1.6.1.3.4.6.1. \geq 95% timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.6.2. $\geq 95\%$ timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.6.3. $\geq 95\%$ timeliness average over the Second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.1.6.1.3.4.6.4. \leq Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.1.6.1.3.4.6.6. \leq Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.1.6.1.3.4.6.8. \leq Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.1.6.1.3.4.6.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.6.1.3.4.6.10. Accuracy Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.11. Accuracy Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.12.

Exemptions for Unusual Circumstances

4.3.1.6.1.3.4.6.13.

Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets and/or failure to meet Pending EPG Determinations and Renewal targets as described in Section 4.3.1.2.2.

4.3.1.6.1.3.4.6.14.

The exemption process for unusual circumstances is described in Section 6.1.3.

4.3.1.6.2.

To earn the full Performance Compliance Performance Incentive Standard Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 25-26. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Standard Payment will constitute 50% of the total amount available for this Contract

4.3.2. Customer Service Performance Incentive Standard

4.3.2.1.

Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing Rule 10 CCR 2505-5 1.020.3.4, which requires the County Director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful, and culturally appropriate customer service to Medical Assistance applicants and Members.

4.3.2.1.1.

Contractor Customer Service Tier

4.3.2.1.1.1.

The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2024-25. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.2.1.2.

Customer Service Tier Reclassification

4.3.2.1.2.1.

The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.2.1.2.2.

Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.2.1.2.3.

Contractor reclassifications from Tier 2 to Tier 1 are allowable.

4.3.2.1.3.

Customer Service Tier 1

4.3.2.1.3.1.

If Contractor is assigned to the Customer Service Tier 1 category, the Department will classify Contractor as Tier 1 to determine what Contractor’s required targets and deliverables are.

- 4.3.2.1.3.2. If Contractor is classified as Tier 1, Contractor is understood to have an active Call Center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time, and the number of abandoned calls.
- 4.3.2.1.3.3. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.2.1.3.3.1. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.
 - 4.3.2.1.3.3.1.1. Monthly reporting will be due on the 7th of each month and sent electronically to the County Relations webform: (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).
 - 4.3.2.1.3.3.1.2. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.
 - 4.3.2.1.3.3.1.2.1. DELIVERABLE: Monthly Call Center Report
 - 4.3.2.1.3.3.1.2.2. DUE: The 7th of each month after the month being reported
 - 4.3.2.1.3.3.2. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 7th of each SFY.
 - 4.3.2.1.3.3.3. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of each State Fiscal Year. This joint determination will take place during the first Technical Assistance Session, scheduled for the first quarter of each SFY, as mandated for that SFY. The ASA performance targets shall be calculated as an average over either the six-month period from January to June of each SFY or the 12-month period from July to June of each SFY. The finalized targets will be communicated through the HCPF Memo Series.
 - 4.3.2.1.3.3.4. Attend a minimum of two, half-hour Technical Assistance Sessions (for learning and support) with the Department's MCC Operations staff before June 12th of each SFY.
 - 4.3.2.1.3.3.4.1. At a minimum, one Technical Assistance Session will occur during each of the reporting periods.
 - 4.3.2.1.3.3.4.2. Contractor may request additional support, beyond the required sessions detailed in Section 4.3.2.1.3.3.4., from the MCC Operations staff to improve Contractor's ASA performance by submitting the County Relations webform.
 - 4.3.2.1.3.3.4.3. The Department may require additional technical assistance in addition to the two required Technical Assistance Sessions if Contractor's data indicates additional support is necessary to meet the ASA targets.
 - 4.3.2.1.3.3.4.3.1. DELIVERABLE: Two Technical Assistance Sessions

- 4.3.2.1.3.3.4.3.2. DUE: Before June 12th of each SFY.
- 4.3.2.1.3.4. Contractor assigned to Customer Service Tier 1 must comply with the provisions in Section 4.3.2.1.3.3.3. to earn a Customer Service Performance Incentive Payment.
- 4.3.2.1.4. Customer Service Tier 2
 - 4.3.2.1.4.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department will determine what Contractor's required metrics, targets, and deliverables are.
 - 4.3.2.1.4.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a Call Center is cost-prohibitive or not supportable under existing funding or staffing allocations.
 - 4.3.2.1.4.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.2.1.4.3.1. Implement the Customer Service Survey Outreach Plan submitted by June 30th of each SFY and submit a report by June 30th of each SFY updating the Department on the implementation of the Customer Service Survey Outreach Plan.
 - 4.3.2.1.4.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in SFY 2022-23, SFY 2023-24 or SFY 2024-25, Contractor is required to submit a Customer Service Survey Outreach Plan in SFY 2025-26 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.
 - 4.3.2.1.4.3.1.2. The Customer Service Survey will be managed by the Department. Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by the Department to all Members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.
 - 4.3.2.1.4.3.1.3. Contractor's baseline for Member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in Member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of Member satisfaction based on the established baseline.
 - 4.3.2.1.4.3.1.4. The Customer Service Survey Outreach Plan will include Contractor's methodologies and strategies for increasing applicant and Member participation in the Department's Customer Service Survey in the following contract cycle. Requirements of the Customer Service Outreach Plan must include all elements listed on the corresponding HCPF Operational Memo.
 - 4.3.2.1.4.3.1.4.1. DELIVERABLE: Customer Service Survey Outreach Plan

- 4.3.2.1.4.3.1.4.2. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.1.4.3. DELIVERABLE: Customer Service Survey Outreach Report
- 4.3.2.1.4.3.1.4.4. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.2. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
 - 4.3.2.1.4.3.2.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in Section 4.3.2.1.3.3.3., if Contractor was classified by the Department as Customer Service Tier 1.
 - 4.3.2.1.4.3.2.1.1. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.
 - 4.3.2.1.4.3.2.1.2. The exemption process for unusual circumstances is described in Section 6, Exemptions. Only Contractor exemption requests that follow the process and meet the requirements as outlined in Section 6 will be considered by the Department.
- 4.3.2.2. Performance Target:
 - 4.3.2.2.1. Tier 1: Contractor’s predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall maintain an average (ASA) at or below for the Reporting Period. Additionally, each Contractor’s individualized ASA target shall not exceed 15 minutes.
 - 4.3.2.2.1.1. The Department may utilize, at its discretion, Contractor’s data from the Reporting Period that best supports Contractor’s performance.
 - 4.3.2.2.1.2. Contractor is required to complete all necessary participation in Technical Assistance Sessions with the MCC as scheduled. Contractor must submit Call Center reporting data in accordance with the specifications outlined in Section 4.3.2.1.3.3.1.1. of this Contract. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.
 - 4.3.2.2.2. Tier 2: Contractor shall submit a report detailing the implementation of each Customer Service Plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by Contractor to address Member calls.
 - 4.3.2.2.2.1. Expectations for completing this report will be provided in the HCPF Memo Series.
 - 4.3.2.2.2.1.1. DELIVERABLE: Customer Service Plan Report
 - 4.3.2.2.2.1.2. DUE: June 30th of each SFY
 - 4.3.2.2.2.2. Contractor is expected to achieve one of the following targets over the SFY:
 - 4.3.2.2.2.2.1. Submit a Customer Service Tier 2 Inbound/Outbound Call Survey by June 5th of each SFY and maintain an average of 90% or higher in both percentage of Members who felt like they were treated with respect, and percentage of

Members who felt they received services in a timely manner as well as an average overall satisfaction score of 3.50 or higher.

4.3.2.2.2.1.1. DELIVERABLE: Customer Service Tier 2 Inbound/Outbound Call Survey

4.3.2.2.2.1.2. DUE: By June 5th of each SFY

4.3.2.2.2.3. If Contractor does not meet the requirements set above, Contractor can increase their percentage of Members who felt like they were treated with respect, and/or, increase their percentage of Members who felt they received services in a timely manner, and/or increase the overall satisfaction score for the site by 3% compared to their baseline by May 31st of each SFY. If Contractor does not meet the requirements set above, the Department will determine if Contractor meets an exception based on county/caseload size fluctuations as a result of the Public Health Emergency unwind.

4.3.2.2.2.4. If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2022-23 or FY 2023-24, Contractor is required to submit such a plan in Fiscal Year 2025-26 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.

4.3.2.2.2.4.1. DELIVERABLE: Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)

4.3.2.2.2.4.2. DUE: June 30th of each SFY

4.3.3. **County Collaboration Incentive Standard**

4.3.3.1. Contractor has the ability to earn County Collaboration Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in the County Collaboration Incentive Standard.

4.3.3.2. County Collaboration Incentive

4.3.3.2.1. Contractor shall be eligible to earn the County Collaboration Incentive Standard Payment upon the successful submission of the two County Collaboration Incentive Standard Deliverables involving Nursing Facilities (NFs) and Case Management Agency(ies) during Reporting Period 2. To qualify for the full County Collaboration Incentive Standard Payment, Contractor must meet all deliverable requirements as outlined below.

4.3.3.2.2. To earn the County Collaboration Incentive Payment in Reporting Period 2, Contractor must:

4.3.3.2.2.1. Establish collaboration with Nursing Facilities (NFs) and Case Management Agency(ies) based on the requirements outlined in Rule 1.020.11 County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment.

- 4.3.3.2.2.2. Submit the following two deliverables no later than April 30, 2026. Contractor will submit these deliverables using the following link: [County Collaboration Incentive Deliverable](#)
- 4.3.3.2.2.2.1. Nursing Facilities Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
 - 4.3.3.2.2.2.1.1. A meeting agenda outlining the topics discussed.
 - 4.3.3.2.2.2.1.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
 - 4.3.3.2.2.2.1.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
 - 4.3.3.2.2.2.1.4. If Contractor does not have any Nursing Facilities (NFs) within the boundaries of their county, Contractor is exempt from implementing this deliverable related to Nursing Facilities.
 - 4.3.3.2.2.2.1.4.1. DELIVERABLE: Two or More Nursing Facilities Meetings with One or More Relevant Agencies
 - 4.3.3.2.2.2.1.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.2.2. Case Management Agencies Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
 - 4.3.3.2.2.2.2.1. A meeting agenda outlining the topics discussed
 - 4.3.3.2.2.2.2.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
 - 4.3.3.2.2.2.2.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
 - 4.3.3.2.2.2.2.4. Contractors acting as Case Management Agencies must submit an internal control procedure to substitute for this deliverable requirement.
 - 4.3.3.2.2.2.2.4.1. DELIVERABLE: Two or More Case Management Agency Meetings with One or More Relevant Agencies
 - 4.3.3.2.2.2.2.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.3. To receive the full County Collaboration Incentive Standard Payment, Contractor must successfully submit both County Incentive deliverables as outlined in Sections 4.3.3.2.2.2.1. and 4.3.3.2.2.2.2. above. The completion of both deliverables will contribute 100% toward the total County Collaboration Incentive Standard Payment. If only one deliverable is submitted, it will contribute 50% toward the total payment. The County Collaboration Incentive Standard Payment will represent 20% of the total funds available under this Contract.

5. SEMI-ANNUAL REPORTING

- 5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Medicaid County Performance Standards Program and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
- 5.2. For the Second Reporting Period, Contractor shall submit the following documentation:
 - 5.2.1. Any Accuracy Sample Size Exemption Process documentation for the SFY if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.
 - 5.2.2. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2025-26 will be provided in HCPF Memo Series.

6. EXEMPTIONS

- 6.1. Contractor may request an exemption for unusual circumstances pertaining to specific measures within this Contract by following the procedure outlined in this section.
 - 6.1.1. Following the Department's review of Contractor's request, a partial payment of the applicable County Incentive may be made at the Department's sole discretion. Such partial payment shall not be subject to exemption requests or disputes. The Department's decision on partial payment is final in addition to any County Incentive Payments made based on the Department's determination.
 - 6.1.2. Definition of Unusual Circumstances
 - 6.1.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and directly result in the failure to act in accordance with or meet the requirements of the specific Medicaid County Performance Standards Program.
 - 6.1.2.1.1. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.
 - 6.1.2.1.2. Unusual circumstances shall not include situations where Contractor had direct knowledge of, or control over, the circumstances, including instances where Contractor's clear and demonstrated failure to act in accordance with, or meet, the requirements of the specific Medicaid County Performance Standards Program is evident.
 - 6.1.2.1.3. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.
 - 6.1.3. Process for Unusual Circumstances Exemption Requests
 - 6.1.3.1. The process for Contractor to submit an exemption request shall be communicated through the HCPF Memo Series for each applicable Medicaid County Performance Standards Program.

- 6.1.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearly outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
- 6.1.3.3. General inquiries regarding unusual circumstances exemption requests should be directed to HCPF_MAPdashboards@state.co.us. To formally submit an exemption request, please follow the MAP Exemption Request Process available here: [Request Exemption](#)
- 6.1.4. Department Review and Approval of Exemption Requests
 - 6.1.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.
 - 6.1.4.2. If the Department approves Contractor's unusual circumstances exemption request, Contractor shall receive a partial payment. Such partial payment shall correspond to the applicable Medicaid County Performance Standards Program for which the exemption request was approved by the Department.
 - 6.1.4.3. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.
 - 6.1.4.4. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
 - 6.1.4.5. If the Department denies Contractor's unusual circumstances exemption request, the applicable County Incentive Payments issued shall be deemed final and shall not be subject to further dispute or appeal.
 - 6.1.4.6. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Medicaid County Performance Standards Program.
- 6.1.5. Non-Allowable Exemption Reasons
 - 6.1.5.1. The Department will deny unusual circumstances exemption requests that are one or more of the following:
 - 6.1.5.1.1. Determined to be the fault of Contractor.
 - 6.1.5.1.2. Unusual circumstances that did not exist.
 - 6.1.5.1.3. Any exemption requests based on the following but not limited to the following:
 - 6.1.5.1.3.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 6.1.5.1.3.2. Contractor failed to meet the contractually specified requirements related to the performance targets of an applicable Medicaid County Performance Standards Program for which an exemption request may be submitted.
 - 6.1.5.1.3.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in Contractor failing to meet

performance targets and deliverables relating to any Medicaid County Performance Standards Program.

- 6.1.5.1.3.4. The Department’s final determination regarding Contractor’s exemption request(s) related to the Accuracy Performance Measures under the Performance Compliance Performance Incentive Standard shall be final.
- 6.1.5.1.3.5. Contractor’s failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.
- 6.1.5.1.3.6. Contractor’s failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. 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.
- 6.1.5.1.4. Prior to denying an exemption for reasons beyond those stated in Section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.1.5.2. Medicaid County Performance Standards Program – Eligibility for Unusual Circumstances Exemption Requests
 - 6.1.5.2.1. Unusual circumstances exemption requests may be considered for any Medicaid County Performance Standards Program listed below, subject to the terms and conditions of this Contract and the applicable guidance issued by the Department.
 - 6.1.5.2.1.1. Performance Compliance Performance Incentive Standard
 - 6.1.5.2.1.2. Customer Service Performance Incentive Standard
 - 6.1.5.2.1.3. County Collaboration Incentive Standard

7. NOTIFICATIONS

- 7.1. Following each Reporting Period, Contractor shall receive a Status Report from the Department identifying the applicable County Incentives met, based on the targets or deliverables for that County Incentive.
 - 7.1.1. Contractor’s Reporting Period Status Report shall identify the applicable Medicaid County Performance Standards Programs that were met and those that were not met during the relevant Reporting Period. Funding amounts associated with these programs shall not be disclosed until the conclusion of the SFY.
 - 7.1.2. If Contractor has multiple Reporting Periods within the SFY to meet any County Incentive, each Reporting Period Status Report shall be evaluated independently. The Final Status Report shall summarize the estimated final payment and eligible earnings based on Contractor’s performance in meeting the applicable targets or deliverables for each Reporting Period.
 - 7.1.3. Upon conclusion of the SFY, the Department will issue a Final Status Report to Contractor, specifying the County Incentives that were met and not met, and detailing the eligible earnings associated with each incentive earned by Contractor.
 - 7.1.4. The Final Status Report shall be considered final and not subject to dispute. If Contractor disagreed with the Department’s determination of compliance with this Contract for any

applicable incentive, such dispute must have been raised in response to the applicable Reporting Period Status Report.

- 7.1.5. Each Reporting Period Status Report, as well as the Final Status Report, shall be submitted by the Department to the County Human/Social Services Director and shall serve as the official notification of Contractor's compliance with the targets and deliverables outlined in this Contract for each applicable incentive.
- 7.1.6. Status Reports for each Reporting Period will be sent within 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 Contractor will be considered the Status Report Date.
- 7.1.7. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or Final Status Reports, the Department will inform Contractor of the delay and an anticipated date of resolution during the 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or Final Status Reports.
- 7.1.8. The Final Status Report will be sent upon the Department's determination of final County Incentive Payment amounts.
- 7.1.9. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event Contractor disagrees with the findings of the official notification as found in Section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1. The Final Status Report cannot be disputed per Section 7.1.4.
 - 8.1.1.2. Contractor shall have a period of five Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.
 - 8.1.1.3. If Contractor fails to dispute the Reporting Period Status Report within five Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per Section 10, Compensation, based on the results of the non-disputed Status Report.
- 8.1.2. Allowable Disputes
 - 8.1.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.1.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date.

- 8.1.2.1.2. Contractor requests a re-review of Contractor’s submitted documentation that was used to determine compliance with any Medicaid County Performance Standards Program.
- 8.1.2.1.3. Contractor has available data, such as systems reports or other tracking methodologies, that conflict with the Department’s available data that will be utilized to determine compliance with a Medicaid County Performance Standards Program.
- 8.1.2.1.4. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor’s data in fact conflicts with the Department’s data.
- 8.1.2.1.5. The Department will make the final determination when a conflict of data occurs and will make the specific Medicaid County Performance Standards Program Payments based on its final determination.
- 8.1.2.1.6. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.1.2.1.7. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department’s determination of additional allowable dispute reasons is final and not subject to the Dispute Resolution process as outlined in Section 8.
- 8.1.3. Non-Allowable Disputes
 - 8.1.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.1.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.1.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Medicaid County Performance Standards Program.
 - 8.1.3.1.3. Contractor’s failure to review and utilize Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.
 - 8.1.3.2. The Department’s final determination of Contractor’s exemption request(s) for the Accuracy Targets within the Performance Compliance Performance Incentive Program.
 - 8.1.3.2.1. The Department reserves the right to deny a Contractor’s dispute based on any reason not included under Section 8.1.3.1. The Department’s determination is final and is not subject to dispute or appeal.

9. DELIVERABLES

- 9.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table below.

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Monthly Call Center Report	5 th of each month after the month being reported
Two Technical Assistance Session	Before June 12 th of each SFY
Customer Service Survey Outreach Plan	By June 30 th of each SFY
Customer Service Survey Outreach Report	By June 30 th of each SFY
Customer Service Plan Report	By June 5 th of each SFY
Customer Service Tier 2 Inbound/Outbound Call Survey	By June 5 th of each SFY
Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)	By June 30 th of each SFY
Two or More Nursing Facilities Meetings	By April 30, 2026
Two or More Case Management Agency Meetings	By April 30, 2026

10. COMPENSATION

10.1. County Incentive Payment

10.1.1. The Department will pay Contractor, after the end of the SFY in which the work was performed, County Incentive Payments for each Medicaid County Performance Standards Program met during the applicable Reporting Period as follows:

10.1.1.1. The Department will pay Contractor a Performance Compliance Performance Incentive Standard Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Compliance Performance Incentive Standard during the First and Second Reporting Period as defined in Section 4.3.1.2.1.

10.1.1.2. The Department will pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract defined in Section 4.3.2.2.

10.1.1.3. The Department will pay Contractor a County Collaboration Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract during the First and Second Reporting Periods as defined in Section 4.3.1.2.1.

10.2. Remaining Funds Incentive Pool Payment

10.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

10.2.2. The Remaining Funds Incentive Pool shall include the following:

10.2.2.1. The total amount of all base County Incentive Payments allocated to any Contractor that opted out of participation in the Medicaid County Performance Standards Program for that SFY.

10.2.2.2. Each of the County Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

10.2.3. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

10.2.4. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

- 10.2.5. The Remaining Funds Incentive Pool will be paid as follows:
 - 10.2.5.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 10.2.5.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 10.2.5.3. 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.

10.3. Payment Procedures

- 10.3.1. Contractor shall receive County Incentive Payments at the end of the Second Reporting Period within 90 Calendar Days following the end of the SFY in which the Medicaid County Performance Standards Program were met. This allocation will reflect the maximum Contractor can earn for this Contract per Reporting Period.
- 10.3.2. If a contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned County Incentive Payments during the closeout process.
- 10.3.3. Actual County Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or SFY.
- 10.3.4. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 10.3.5. Contractor shall be paid the County Incentive Payments through the County Financial Management System (CFMS).
- 10.3.6. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractor's discretion.

EXHIBIT B, RATES

1. State Fiscal Year 2025-2026 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Performance Compliance Performance Incentive Payment	50%
Customer Service Performance Incentive Payment	30%
County Collaboration Incentive Payment	20%

EXHIBIT C, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 and Exhibit A, Statement of Work, of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.5. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.6. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.7. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
 - 1.1.8. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
 - 1.1.9. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
 - 1.1.10. Health First Colorado – Colorado’s Medicaid Program. The Member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
 - 1.1.11. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.1.12. Key Personnel – The position or positions that are specifically designated as such in this Contract.
 - 1.1.13. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department. Sometimes referred to as a “client”.

- 1.1.14. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.15. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.16. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.17. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. ASA – Average Speed to Answer
 - 2.1.2. CAP – Corrective Action Plan
 - 2.1.3. CBMS – Colorado Benefits Management System
 - 2.1.4. CDE – Colorado Department of Education
 - 2.1.5. CDHS – Colorado Department of Human Services
 - 2.1.6. CFMS – County Financial Management System
 - 2.1.7. CFR – Code of Federal Regulations
 - 2.1.8. CHATS – Colorado Child Care Automated Tracking System
 - 2.1.9. CHP+ –Child Health Plan Plus
 - 2.1.10. CICP – Colorado Indigent Care Program
 - 2.1.11. CMS – Centers for Medicare & Medicaid Services
 - 2.1.12. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
 - 2.1.13. C.R.S. – Colorado Revised Statutes
 - 2.1.14. DOLA – Department of Local Affairs
 - 2.1.15. EBT – Electronic Benefits Transfer
 - 2.1.16. FSR – Financial Status Report
 - 2.1.17. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
 - 2.1.18. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
 - 2.1.19. MOE – Maintenance of Effort
 - 2.1.20. OEC – Office of Early Childhood
 - 2.1.21. OSA - Office of the State Auditor
 - 2.1.22. PEAK – Program Eligibility and Application Kit
 - 2.1.23. PHI – Protected Health Information
 - 2.1.24. PII – Personally Identifiable Information

- 2.1.25. SFY – State Fiscal Year
- 2.1.26. SNAP – Supplemental Nutrition Assistance Program
- 2.1.27. TANF – Temporary Assistance for Needy Families
- 2.1.28. U.S.C. – United States Code
- 2.1.29. VARA – Visual Rights Act of 1990

EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW

1. STEP 1: THE DEPARTMENT PULLS EQA DATA

1.1. **Decision A:** Did the County complete a minimum of 20 reviews in the fiscal year?

1.1.1. If Yes → Proceed to Decision B.

1.1.2. If No (Fewer than 20 reviews completed), proceed to Decision C.

1.2. **Decision B:** Did the County meet both Accuracy Targets?

1.2.1. If Yes (both targets met), a payment is issued.

1.2.2. If No (one or both targets not met), payment is only issued for the met target(s).

1.3. **Decision C:** Did the County meet both Accuracy Targets with <20 reviews?

1.3.1. If Yes (both targets met), a payment is issued.

1.3.2. If only one target was met:

1.3.2.1. Apply Exemption Review only to the unmet target.

1.3.2.2. Proceed to Step 2: Exemption Review Process.

1.3.2.3. After exemption review:

1.3.2.3.1. If target is met after exemption → Payment issued.

1.3.2.3.2. If not → Payment denied for that target.

1.3.3. If Neither target met:

1.3.3.1. Apply Exemption Review to both targets.

1.3.3.2. Proceed to Step 2: Exemption Review Process.

1.3.3.3. After exemption review:

1.3.3.3.1. If both targets are met after exemption → Payment issued.

1.3.3.3.2. If only one target is met → Payment issued only for that target.

1.3.3.3.3. If neither target is met → Payment not issued.

2. STEP 2: EXEMPTION REVIEW PROCESS

2.1. Applied only when:

2.1.1. County has unmet targets on the MAP Accuracy Dashboard.

2.1.2. Less than 20 reviews were completed.

2.2. Review Steps:

2.2.1. Cause Analysis:

2.2.1.1. Use the MAP Dashboard to analyze errors.

2.2.1.2. Determine root causes using short- or long-run performance reports.

2.2.2. Review Submission:

2.2.2.1. The Department reviews submitted justification.

2.2.3. Request for More Info:

2.2.3.1. If needed, the Department may request additional documentation.

2.2.4. Exemption Approval:

2.2.4.1. If errors are justifiable, exemption is granted.

2.2.4.2. If not, the exemption is denied.

2.3. Final Rule: Payment issued only if the target(s) is met after exemption(s). If not, payment is denied.

3. ADDITIONAL NOTES

3.1. Errors: MAP Accuracy Dashboard

3.1.1. The dashboard identifies each county's errors.

3.1.2. The Department discusses with counties to prevent similar errors from recurring.

3.1.3. If errors are not addressed and repeated in future months, they will be counted as similar errors.

3.2. Review Size Rules

3.2.1. Three or fewer errors with no similar errors at the end of the fiscal year, automatic exemption.

3.2.2. More than three errors with no similar errors, exemption may be applied.

3.3. Recalculating Actual Accuracy Performance Based on Exemption

3.3.1. Example:

3.3.1.1. A county's target is 23.2% as reflected on the MAP Dashboard.

3.3.1.2. Reviews Conducted: 12

3.3.1.3. MAP Dashboard Total Reviews: 5

3.3.1.4. Inaccurate Eligibility Determination: 41.7% ($5 \div 12 = 41.7\%$)

3.3.1.5. Exemption Process – The Department creates two tier target percentages based on the EQA data findings and applies the exemption process on the total county reviews for qualified counties at the end of the fiscal year.

3.3.1.5.1. Similar Errors: 2 ($2 \div 12 = 17\%$, not exempted)

3.3.1.5.2. Not Similar Errors: 3 ($3 \div 12 = 25\%$, exempted)

3.3.1.6. Revised Exemption-Adjusted Inaccuracy Eligibility Determination Rate: 16.7% ($5 \text{ Reviews} - 3 \text{ Not Similar Errors (exemptions applied)} = 2, 2 \div 12 = 16.7\%$)

3.3.1.7. The Department may recalculate this percentage or request additional documentation at their discretion.

Exhibit D: Review Sample Size Exemption Process Flow

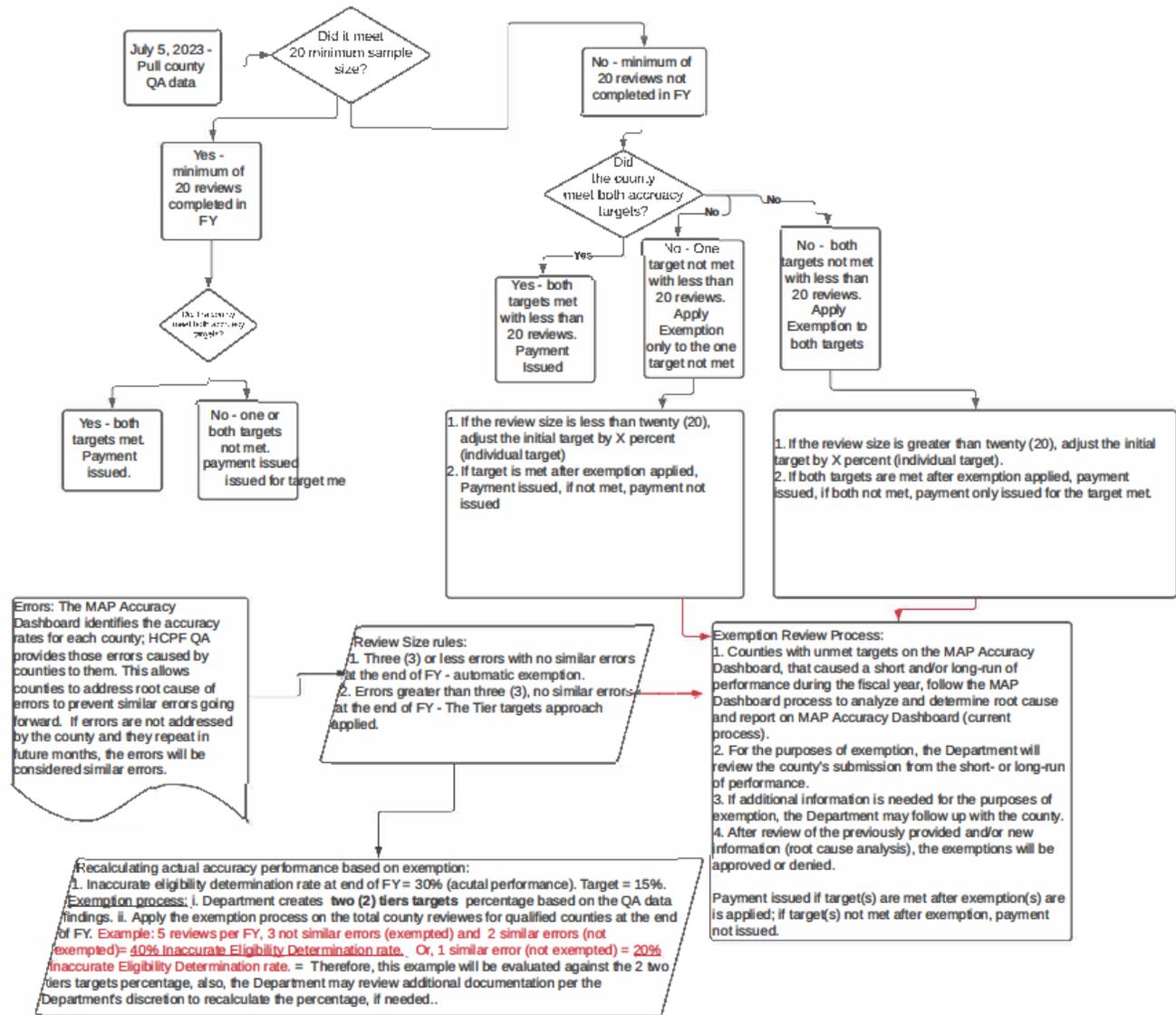


EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST

The table below categorizes counties as small, medium, or large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small Counties	Medium Counties	Large Counties
Archuleta County	Alamosa County	Adams County
Baca County	Broomfield County	Arapahoe County
Bent County	Chaffee County	Boulder County
Cheyenne County	Conejos County	City & County of Denver
Clear Creek County	Delta County	El Paso County
Costilla County	Douglas County	Jefferson County
Crowley County	Eagle County	Larimer County
Custer County	Elbert County	Mesa County
Dolores County	Fremont County	Pueblo County
Gilpin County	Garfield County	Weld County
Grand County	Gunnison County	
Hinsdale County	Huerfano County	
Jackson County	La Plata County	
Kiowa County	Las Animas County	
Kit Carson County	Logan County	
Lake County	Moffat County	
Lincoln County	Montezuma County	
Mineral County	Montrose County	
Ouray County	Morgan County	
Phillips County	Otero County	
Pitkin County	Park County	
Rio Blanco County	Prowers County	
San Juan County	Rio Grande County	
San Miguel County	Routt County	
Sedgwick County	Saguache County	
Washington County	Summit County	
Yuma County	Teller County	

EXHIBIT F, SAMPLE OPTION LETTER

State Agency

Insert Department's or IHE's Full Legal Name

Contractor

Insert Contractor's Full Legal Name

Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number

Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date

Month Day, Year

Current Contract Expiration Date

Month Day, Year

Current Contract Maximum Amount

Initial Term

State Fiscal Year 20xx: \$0.00

Extension Terms

State Fiscal Year 20xx: \$0.00

Total for All State Fiscal Years: \$0.00

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

1. 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.

2. 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

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency or

IHE

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: **Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval**

By: **Name & Title of Person Signing for Agency or IHE**

Date: _____

Option Effective 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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 C-STAT Distinguished Performance Award for Gu

Action Requested: Discussion

Parties to the Agreement: C-STAT award for Gunnison and Hinsdale counties

Term Begins:

Term Ends:

Grant Contract #:

Summary:

C-STAT Distinguished Performance Awards for Gunnison and Hinsdale counties

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/12/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 8/19/2025



Dear Gunnison County,

The Colorado Department of Human Services (CDHS) is pleased to present you with the 2024 Distinguished Performance Award! The Distinguished Performance Award is earned by counties that demonstrate exceptional service to their customers. This is an award that celebrates meeting monthly county C-Stat goals 75% of the time or more throughout the year. For 2024, there were 17 Distinguished Performance measures aimed at improving the Economic Security, Safety, and Well-Being of Coloradans.

Gunnison County achieved 83.3% of their goals in 2024, and met Distinguished Performance on the following measures:

- CSS Disbursements on Hold
- DEWS Timeliness of New Adult Financial Applications
- DEWS Timeliness of New Colorado Works Applications
- DEWS Timeliness of Redetermination (RRR) Adult Financial Applications
- DEWS Timeliness of Redetermination (RRR) Colorado Works Applications
- SNAP Application Processing Time (APT)
- SNAP Case & Procedural Error Rate (CAPER)
- APS Timeliness of Monthly Contacts
- DCW Safety Assessments Completed 30 Days Prior to Reunification

We would like to thank Gunnison County staff for your dedication and hard work. Your success directly reflects the positive impacts you are making in the lives of the Coloradans you serve. Congratulations!

Thank you,

Minna Castillo
Deputy Executive Director
Colorado Department of Human Services

Gunnison County Human Services 2024 C-Stat Accomplishments

- This is the 6th award for County C-Stat Distinguished Performance!
- Met the goal EVERY month for:
 - DEWS Timeliness of New Adult Financial Applications
 - DEWS Timeliness of New Colorado Works Applications
 - DEWS Timeliness of Redetermination (RRR) Colorado Works Applications
 - SNAP Application Processing Time (APT)
 - SNAP Case & Procedural Error Rate (CAPER)
 - APS Timeliness of Monthly Contacts
 - DCW Safety Assessments Completed 30 Days Prior to Reunification



*Distinguished Performance
awards recognize and celebrate
consistency.*

*To earn this award, a county must meet monthly
goals for all C-Stat Distinguished Performance
measures at least 75% of the time.*

Kudos

"The staff at Gunnison County have a great team, very friendly and welcoming. They are continually working for better understanding of complex processing needs with accuracy and efficiency." - State SDD Team

"Gunnison did well on their QA Action Plan back in December, their supervisor is dedicated to supporting her team, and they are knowledgeable about their community" - State APS Team

"Gunnison County consistently asks great questions and provides clear feedback. Gunnison staff are knowledgeable, professional, and a pleasure to work with." - State SNAP Team

"Laura and her team are invested in their community and value high quality work with the children, youth, and families they serve. They are creative and resourceful. The team values the right service and approach with families at the right time and understands the impacts on families when DHS becomes involved in their lives." - State DCW Team



Congratulations and thank you for all your hard work.

Gunnison County has a lot to be proud of.

We are better together!



Distinguished Performance Award winners receive a plaque signed by the Governor and CDHS Executive Director Michelle Barnes





COLORADO

Department of Human Services

Dear Hinsdale County,

The Colorado Department of Human Services (CDHS) is pleased to present you with the 2024 Distinguished Performance Award! The Distinguished Performance Award is earned by counties that demonstrate exceptional service to their customers. This is an award that celebrates meeting monthly county C-Stat goals 75% of the time or more throughout the year. For 2024, there were 17 Distinguished Performance measures aimed at improving the Economic Security, Safety, and Well-Being of Coloradans.

Hinsdale County achieved 93.8% of their goals in 2024, and met Distinguished Performance on the following measures:

- CSS Disbursements on Hold
- CSS Timeliness of Case Initiation
- CSS Timeliness of Review and Adjustment (Judicial)
- SNAP Application Processing Time (APT)
- DCW Timeliness of Initial Response to Abuse and Neglect Assessments

We would like to thank Hinsdale County staff for your dedication and hard work. Your success directly reflects the positive impacts you are making in the lives of the Coloradans you serve. Congratulations!

Thank you,

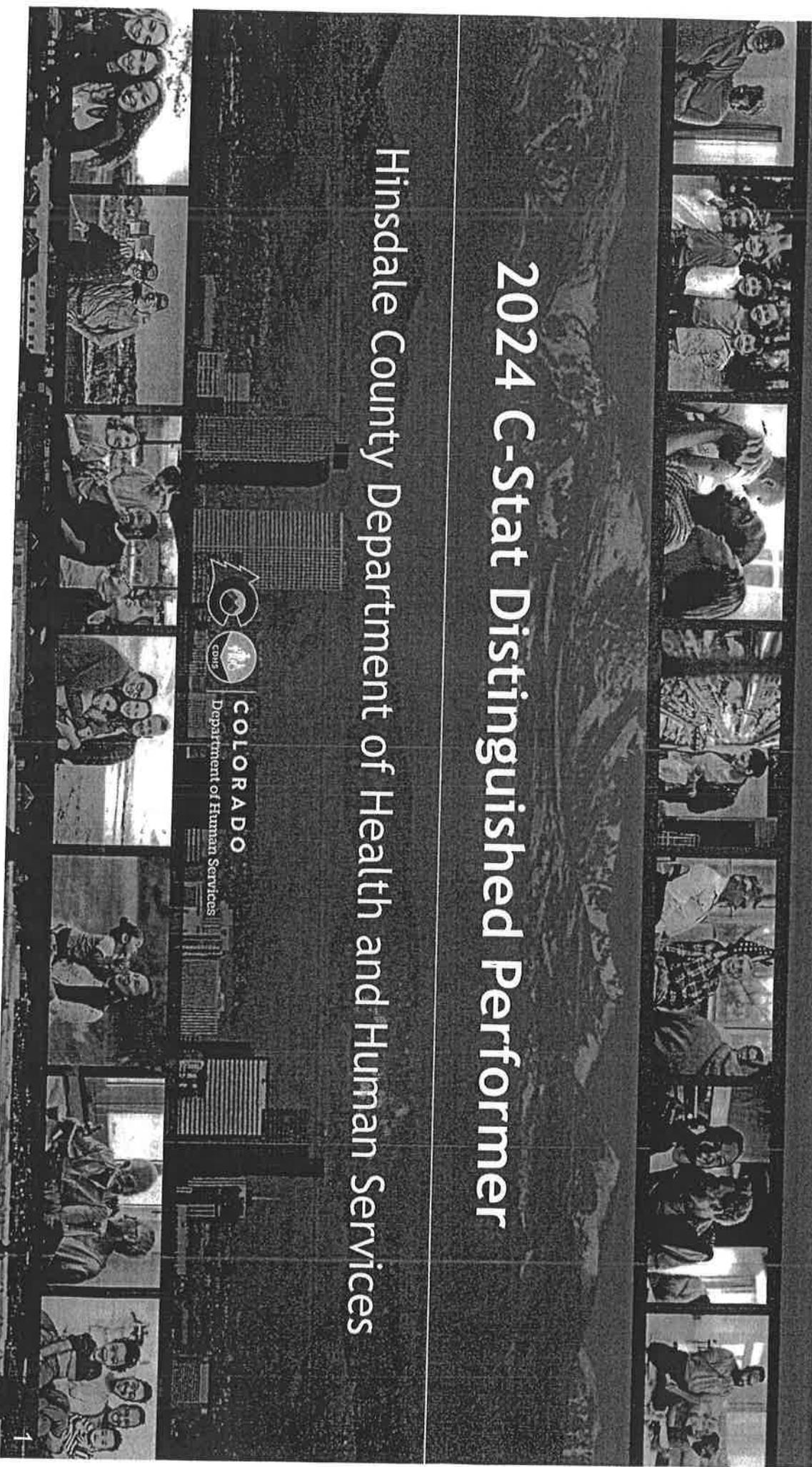
Minna Castillo
Deputy Executive Director
Colorado Department of Human Services

2024 C-Stat Distinguished Performer

Hinsdale County Department of Health and Human Services



COLORADO
Department of Human Services



Hinsdale County Human Services 2024 C-Stat Accomplishments

For meeting monthly county C-Stat goals at 93.8%, Hinsdale County ended 2024 as the #1-ranking county in Colorado (for the second year in a row)!

- This is the 4th award for County C-Stat Distinguished Performance!
- Met the goal EVERY month for:
 - CSS Timeliness of Case Initiation
 - CSS Timeliness of Review and Adjustment Judicial
 - SNAP Application Processing Time (APT)
 - DCW Timeliness of Initial Response to Abuse Neglect Assessments

Distinguished Performance awards recognize and celebrate consistency.

To earn this award, a county must meet monthly goals for all C-Stat Distinguished Performance measures at least 75% of the time.

93.8%

Kudos

“Shelley is hard working and committed to helping the families of Hinsdale County. Keep up the great work!” - State CSS Team

“Hinsdale did well on their QA Action Plan back in December, their supervisor is dedicated to supporting her team, and they are knowledgeable about their community” - State APS Team

“Laura and her team are invested in their community and value high quality work with the children, youth, and families they serve. They are creative and resourceful. The team values the right service and approach with families at the right time and understands the impacts on families when DHS becomes involved in their lives.” - State DCW Team



Congratulations and thank you for all your hard work.

Hinsdale County has a lot to be proud of.

We are better together!



Distinguished Performance Award winners receive a plaque signed by the Governor and CDHS Executive Director Michelle Barnes